

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH, N.C.

C204070

CONTRACT AND
CONTRACT BONDS

FOR CONTRACT NO. C204070

WBS 45834.3.2 STP-1598(3)

T.I.P NO. U-5606

COUNTY OF PITT

THIS IS THE ROADWAY & STRUCTURE CONTRACT

ROUTE NUMBER SR 1598 LENGTH 1.344 MILES

LOCATION SR-1598 (DICKINSON AVE) FROM NC-11 TO SR-1610 (READE CR).

CONTRACTOR JSMITH CIVIL LLC

ADDRESS P.O. BOX 857

GOLDSBORO, NC 275330857

BIDS OPENED MARCH 15, 2022

CONTRACT EXECUTION 04/13/2022

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH, N.C.

PROPOSAL

INCLUDES ADDENDUM No.1 DATED 02-21-2022

DATE AND TIME OF BID OPENING: **MARCH 15, 2022 AT 2:00 PM**

CONTRACT ID C204070
WBS 45834.3.2

FEDERAL-AID NO. STP-1598(3)
COUNTY PITT
T.I.P. NO. U-5606
MILES 1.344
ROUTE NO. SR 1598
LOCATION SR-1598 (DICKINSON AVE) FROM NC-11 TO SR-1610 (READE CR).

TYPE OF WORK GRADING, DRAINAGE, PAVING, SIGNALS, AND RETAINING WALLS.

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOTWITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY FEDERAL - AID FUNDED PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING.

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A ROADWAY & STRUCTURE PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. C204070 IN PITT COUNTY, NORTH CAROLINA**

Date _____ 20 _____

**DEPARTMENT OF TRANSPORTATION,
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **C204070** has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2018 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **C204070** in **Pitt County**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2018* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, the contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except over the signature of the said Contract Officer.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of an item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

Accompanying this bid is a bid bond secured by a corporate surety, or certified check payable to the order of the Department of Transportation, for five percent of the total bid price, which deposit is to be forfeited as liquidated damages in case this bid is accepted and the Bidder shall fail to provide the required payment and performance bonds with the Department of Transportation, under the condition of this proposal, within 14 calendar days after the written notice of award is received by him, as provided in the *Standard Specifications*; otherwise said deposit will be returned to the Bidder.



State Contract Officer

DocuSigned by:

Ronald Elton Davenport, Jr.

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02/21/2022

TABLE OF CONTENTS

**COVER SHEET
PROPOSAL SHEET**

PROJECT SPECIAL PROVISIONS

CONTRACT TIME AND LIQUIDATED DAMAGES: G-1

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES: G-1

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES: G-2

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES: G-3

INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES: G-4

INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES: G-4

INTERMEDIATE CONTRACT TIME NUMBER 6 AND LIQUIDATED DAMAGES: G-4

INTERMEDIATE CONTRACT TIME NUMBER 7 AND LIQUIDATED DAMAGES: G-5

INTERMEDIATE CONTRACT TIME NUMBER 8 AND LIQUIDATED DAMAGES: G-5

INTERMEDIATE CONTRACT TIME NUMBER 9 AND LIQUIDATED DAMAGES: G-5

INTERMEDIATE CONTRACT TIME NUMBER 10 AND LIQUIDATED DAMAGES: G-6

INTERMEDIATE CONTRACT TIME NUMBER 11 AND LIQUIDATED DAMAGES: G-6

INTERMEDIATE CONTRACT TIME NUMBER 12 AND LIQUIDATED DAMAGES: G-6

INTERMEDIATE CONTRACT TIME NUMBER 13 AND LIQUIDATED DAMAGES: G-7

INTERMEDIATE CONTRACT TIME NUMBER 14 AND LIQUIDATED DAMAGES: G-7

INTERMEDIATE CONTRACT TIME NUMBER 15 AND LIQUIDATED DAMAGES: G-7

INTERMEDIATE CONTRACT TIME NUMBER 16 AND LIQUIDATED DAMAGES: G-8

INTERMEDIATE CONTRACT TIME NUMBER 17 AND LIQUIDATED DAMAGES: G-8

INTERMEDIATE CONTRACT TIME NUMBER 18 AND LIQUIDATED DAMAGES: G-8

INTERMEDIATE CONTRACT TIME NUMBER 19 AND LIQUIDATED DAMAGES: G-8

MANDATORY PRE-BID CONFERENCE (Prequalifying To Bid): G-9

PERMANENT VEGETATION ESTABLISHMENT: G-10

RIGHT OF ENTRY TO CSX TRANSPORTATION RIGHT-OF-WAY: G-10

REGIONAL RAIL LLC: G-13

DELAY IN RIGHT OF ENTRY: G-20

MAJOR CONTRACT ITEMS: G-20

SPECIALTY ITEMS: G-21

FUEL PRICE ADJUSTMENT: G-21

SCHEDULE OF ESTIMATED COMPLETION PROGRESS: G-22

DISADVANTAGED BUSINESS ENTERPRISE: G-22

CERTIFICATION FOR FEDERAL-AID CONTRACTS: G-36

CONTRACTOR'S LICENSE REQUIREMENTS: G-37

RESTRICTIONS ON ITS EQUIPMENT AND SERVICES: G-37

USE OF UNMANNED AIRCRAFT SYSTEM (UAS): G-37

EQUIPMENT IDLING GUIDELINES: G-37

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE: G-38

CARGO PREFERENCE ACT: G-39

SUBSURFACE INFORMATION: G-39

ELECTRONIC BIDDING: G-39

TWELVE MONTH GUARANTEE: G-40

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION: G-40

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE: G-45

NOTE TO CONTRACTOR (PUBLIC INFORMATION SCOPE OF WORK):..... G-47

ROADWAY..... R-1

STANDARD SPECIAL PROVISIONS

AVAILABILITY FUNDS – TERMINATION OF CONTRACTS SSP-1
 NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY SSP-2
 ERRATA..... SSP-5
 PLANT AND PEST QUARANTINES SSP-7
 TITLE VI AND NONDISCRIMINATION SSP-8
 MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS SSP-16
 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONST. CONTRACTS SSP-19
 ON-THE-JOB TRAINING SSP-28
 MINIMUM WAGES SSP-31

UNIT PROJECT SPECIAL PROVISIONS

GEOTECHNICAL.....GT-0.1
 GEOENVIRONMENTAL..... GV-1
 TRAFFIC CONTROL TC-1
 LIGHTING RECEPTABLES LR-1
 STREET LIGHTING LC-1
 UTILITY CONSTRUCTION..... UC-1
 UTILITY BY OTHERSUBO-1
 EROSION CONTROL EC-1
 LANDSCAPING LS-1
 TRAFFIC SIGNALS TS-1

PROPOSAL ITEM SHEET

ITEM SHEET(S) (TAN SHEETS)

PROJECT SPECIAL PROVISIONS**GENERAL****CONTRACT TIME AND LIQUIDATED DAMAGES:**

(4-17-12)

108

SP1 G07 C

The date of availability for this contract is **April 25, 2022**.

The completion date for this contract is **February 28, 2025**.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are **Two Hundred Dollars (\$ 200.00)** per calendar day. These liquidated damages will not be cumulative with any liquidated damages which may become chargeable under Intermediate Contract Time Number 1.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 2-21-12)

108

SP1 G13 A

Except for that work required under the Project Special Provisions entitled *Planting, Reforestation* and/or *Permanent Vegetation Establishment*, included elsewhere in this proposal, the Contractor will be required to complete all work included in this contract and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is **April 25, 2022**.

The completion date for this intermediate contract time is **September 1, 2024**.

The liquidated damages for this intermediate contract time are **Two Thousand Dollars (\$ 2,000.00)** per calendar day.

Upon apparent completion of all the work required to be completed by this intermediate date, a final inspection will be held in accordance with Article 105-17 and upon acceptance, the Department will assume responsibility for the maintenance of all work except *Planting, Reforestation* and/or *Permanent Vegetation Establishment*. The Contractor will be responsible for and shall make corrections of all damages to the completed roadway caused by his planting operations, whether occurring prior to or after placing traffic through the project.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **the following roads** during the following time restrictions:

DAY AND TIME RESTRICTIONS**Memorial Drive****Monday thru Sunday, 6:00 A.M. to 7:00 P.M.****Any Section of Dickinson Avenue (when associated Road Closure is not in effect)****Monday thru Friday, 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.****14th Street (Non-School Days K-12)****Monday thru Friday, 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.****14th Street (School Days K-12)****Monday thru Friday, 7:00 A.M. to 9:00 A.M. and 3:00 P.M. to 6:00 P.M.**

In addition, the Contractor shall not close or narrow a lane of traffic on **Memorial Drive, Moye Boulevard, Hooker Road, 14th Street and/or Reade Circle**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **6:00 A.M.** December 31st and **6:00 P.M.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **6:00 P.M.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 A.M.** Thursday and **6:00 P.M.** Monday.
4. For **Memorial Day**, between the hours of **6:00 A.M.** Friday and **6:00 P.M.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 A.M.** the day before Independence Day and **6:00 P.M.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 A.M.** the Thursday before Independence Day and **6:00 P.M.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **6:00 A.M.** Friday and **6:00 P.M.** Tuesday.

7. For **Halloween**, between the hours of **12:00 P.M.** on Halloween Day and **6:00 A.M.** the day after Halloween.
8. For **Thanksgiving**, between the hours of **6:00 A.M.** Tuesday and **6:00 P.M.** Monday.
9. For **Christmas**, between the hours of **6:00 A.M.** the Friday before the week of Christmas Day and **6:00 P.M.** the following Tuesday after the week of Christmas Day.
10. For each **ECU Home Football Game at Dowdy-Ficklen Stadium**, from **twelve (12) hours** prior to the beginning of a game until **twelve (12) hours** following the completion of that game.

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures will not be required during these periods, unless otherwise directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above and place traffic in the existing traffic pattern.

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per fifteen (15) minute time period.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 D

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for road closures and restoring traffic to the existing traffic pattern. The Contractor shall not close **Memorial Drive** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Sunday, 6:00 A.M. to 9:00 P.M.

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for road closures according to the time restrictions stated herein.

The completion time for this intermediate contract time will be the time the Contractor is required to complete the removal of traffic control devices required for the road closures according to the time restrictions stated herein and restore traffic to the existing traffic pattern.

The liquidated damages are **One Thousand Dollars (\$ 1,000.00)** per fifteen (15) minute time period.

INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:

(11-17-20)

108

The Contractor shall complete the required work of installing, maintaining, and removing the pedestrian control devices for sidewalk closures and restoring pedestrian access to all businesses and residences. Unless alternate arrangements are made with the individual resident and/or business owner and approved by the Engineer, the Contractor shall not **close, block, or deny access to any business and/or residence** during the following times:

DAY AND TIME RESTRICTIONS

Residences: Monday thru Sunday, 5:00A.M. to 11:00 P.M.

Businesses: Monday thru Sunday, From One (1) Hour before until One (1) Hour after a business's posted operating hours

Each occupied structure shall have at least one means of unobstructed egress at all times.

The time of availability for this intermediate contract time will be the time the Contractor closes, blocks, or denies access to any business or residence.

The completion time for this intermediate contract time will be the time the Contractor removes pedestrian access to any business or residence required for the sidewalk closures according to the time restrictions stated herein and restore pedestrian access to existing business or residence.

The liquidated damages are **One Hundred Fifty Dollars (\$ 150.00)** per fifteen (15) minute time period **for each business and/or residence impacted.**

INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES:

(6-18-13)

108

SP1 G14 L

The Contractor shall complete the work required of **Section 7, Steps #2 thru #9** as described on Sheet **TMP-3A** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the date the Contractor begins work but not before **April 25, 2022** or later than **May 9, 2022**.

The completion date for this intermediate contract time is the date which is **one hundred fifteen (115)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **One Thousand Seven Hundred Fifty Dollars (\$ 1,750.00)** per calendar day. **The work required of Intermediate Contract time Number 6 shall occur within the duration of this intermediate contract time.**

INTERMEDIATE CONTRACT TIME NUMBER 6 AND LIQUIDATED DAMAGES:

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 H

The Contractor shall complete the work required of **Section 7, Steps #7 thru #9** as described on Sheet **TMP-3A** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the date the Contractor elects to begin the work.

The completion date for this intermediate contract time is the date which is **forty (40)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **Two Thousand Dollars (\$2,000.00)** per calendar day. **The work required of this intermediate contract time shall occur within the duration of Intermediate Contract Time Number 5.**

INTERMEDIATE CONTRACT TIME NUMBER 7 AND LIQUIDATED DAMAGES:

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 H

The Contractor shall complete the work required of **Section 6, Steps #1 thru #6** as described on Sheet **TMP-3B** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the date the Contractor elects to begin the work.

The completion date for this intermediate contract time is the date which is **one hundred (100)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **One Thousand Seven Hundred Fifty Dollars (\$ 1,750.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 8 AND LIQUIDATED DAMAGES:

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 F

The Contractor shall complete the work required of **Section 6, Step #1** as described on Sheet **TMP-3B** and shall place and maintain traffic on same.

The time of availability for this intermediate contract time is the **Friday at 7:00 P.M.** that the Contractor elects to begin the work.

The completion time for this intermediate contract time is the following **Monday at 6:00 A.M.** after the time of availability.

The liquidated damages are **Two Hundred Dollars (\$ 200.00)** per fifteen (15) minute time period.

INTERMEDIATE CONTRACT TIME NUMBER 9 AND LIQUIDATED DAMAGES:

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 F

The Contractor shall complete the work required of **Section 1, Step #1** as described on Sheet **TMP-3B** and shall place and maintain traffic on same.

The time of availability for this intermediate contract time is the **Friday at 7:00 PM** that the Contractor elects to begin the work.

The completion time for this intermediate contract time is the following **Monday at 6:00 AM** after the time of availability.

The liquidated damages are **Two Hundred Fifty Dollars (\$ 250.00)** per fifteen (15) minute time period.

INTERMEDIATE CONTRACT TIME NUMBER 10 AND LIQUIDATED DAMAGES:

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 H

The Contractor shall complete the work required of **Section 1, Steps #3 and #4** as described on Sheet **TMP-3B** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the date the Contractor elects to begin the work.

The completion date for this intermediate contract time is the date which is **one hundred twenty (120)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **One Thousand Seven Hundred Fifty Dollars (\$ 1,750.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 11 AND LIQUIDATED DAMAGES:

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 H

The Contractor shall complete the work required of **Section 1, Steps #6 thru #8** as described on Sheet **TMP-3B** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the date the Contractor elects to begin the work.

The completion date for this intermediate contract time is the date which is **thirty (30)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **Two Thousand Dollars (\$ 2,000.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 12 AND LIQUIDATED DAMAGES:

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 H

The Contractor shall complete the work required of **Section 2, Steps #2 thru #5** as described on Sheets **TMP-3B and TMP-3C** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the date the Contractor elects to begin the work.

The completion date for this intermediate contract time is the date which is **eighty (80)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **One Thousand Seven Hundred Fifty Dollars (\$ 1,750.00)** per calendar day. **The work required of Intermediate Contract time Number 13 shall occur within the duration of this intermediate contract time.**

INTERMEDIATE CONTRACT TIME NUMBER 13 AND LIQUIDATED DAMAGES:

(2-20-07) (Rev. 6-18-13)

108

SPI G14 H

The Contractor shall complete **all work required within the railroad right-of-way** as described in **Section 2, Steps #3 and #4** on Sheets **TMP-3B and TMP-3C** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the date the Contractor elects to begin the work.

The completion date for this intermediate contract time is the date which is **thirty-five (35)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **One Thousand Dollars (\$ 1,000.00)** per calendar day. **The work required of this intermediate contract time shall occur within the duration of Intermediate Contract Time Number 12.**

INTERMEDIATE CONTRACT TIME NUMBER 14 AND LIQUIDATED DAMAGES:

(2-20-07) (Rev. 6-18-13)

108

SPI G14 H

The Contractor shall complete the work required of **Section 3, Steps #2 and #3** as described on Sheet **TMP-3C** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the date the Contractor elects to begin the work.

The completion date for this intermediate contract time is the date which is **forty (40)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **One Thousand Seven Hundred Fifty Dollars (\$ 1,750.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 15 AND LIQUIDATED DAMAGES:

(2-20-07) (Rev. 6-18-13)

108

SPI G14 H

The Contractor shall complete the work required of **Section 4, Steps #2 thru #4** as described on Sheet **TMP-3C** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the date the Contractor elects to begin the work.

The completion date for this intermediate contract time is the date which is **one hundred eighty (180)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **One Thousand Seven Hundred Fifty Dollars (\$ 1,750.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 16 AND LIQUIDATED DAMAGES:

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 H

The Contractor shall complete the work required of **Section 5A, Steps #3 thru #6** as described on Sheet **TMP-3C** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the date the Contractor elects to begin the work.

The completion date for this intermediate contract time is the date which is **one hundred twenty (120)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **One Thousand Seven Hundred Fifty Dollars (\$ 1,750.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 17 AND LIQUIDATED DAMAGES:

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 H

The Contractor shall complete the work required of **Section 5A, Steps #8 and #9** as described on Sheet **TMP-3C** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the date the Contractor elects to begin the work.

The completion date for this intermediate contract time is the date which is **forty (40)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **Two Thousand Dollars (\$ 2,000.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 18 AND LIQUIDATED DAMAGES:

(2-20-07) (Rev. 6-18-13)

108

SP1 G14 H

The Contractor shall complete the work required of **Section 5B, Steps #2 and #3** as shown on Sheet **TMP-3D** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time is the date the Contractor elects to begin the work.

The completion date for this intermediate contract time is the date which is **fourteen (14)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages are **One Thousand Seven Hundred Fifty Dollars (\$ 1,750.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 19 AND LIQUIDATED DAMAGES:

The Contractor shall complete the work required to switch the existing City of Greenville's fiber optic Communications Network over to the new fiber optic Communications Networks as shown in the Plans. The City of Greenville's fiber optic cable running along Dickinson Ave. between US13 - NC11/43/903 (Memorial Dr.) to SR 1701 (Hooker Rd.)/ SR 1709 (Moye Blvd.), and

routed down Hooker Rd. toward the City of Greenville's Public Works Department is a critical data path to the City of Greenville's Traffic Signal System. This ICT ensures that the severing of the City of Greenville's fiber networks (purposefully or accidentally) does not affect any other system devices located either upstream or downstream of these construction activities that are also part of the City of Greenville's Traffic Signal System. Any time the fiber optic cable has scheduled or unscheduled breaks, is damaged or cut, for any reason, repairs shall be made such that all systems are up and operational within forty-eight (48) hours.

The time of availability for this intermediate contract time is the time the Contractor elects to begin this work, or when notified of an unscheduled break or cut has occurred in the fiber.

The completion time for this intermediate contract time is **forty-eight (48)** hours after any fiber optic connection is severed whether scheduled or unscheduled.

For each break (scheduled or unscheduled) the liquidated damages are **Five Hundred Dollars (\$500.00)** per hour.

MANDATORY PRE-BID CONFERENCE (Prequalifying To Bid):

(7-18-06) (Rev. 3-25-13)

SPD 01-300

In order for all prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference on Wednesday, March 2nd, 2022 at 1:00 P.M. Due to COVID-19 we will be holding the conference via Microsoft Teams. Please contact Nicole Hackler at nmhackler@ncdot.gov for a link to the meeting. If you do not have access to Microsoft Teams the following Call in Number is available to participate in the conference: 984-204-1487, Phone Conference ID: 985 478 513#.

For any questions pertaining to the pre-bid conference please contact Nicole Hackler at 919-707-6029.

The pre-bid conference will include a thorough discussion of the plans, contract pay items, special provisions, etc.

Only bidders who have attended and properly registered at the above scheduled pre-bid conference and who have met all other prequalification requirements will be considered prequalified to bid on this project. A bid received from a bidder who has not attended and properly registered at the above scheduled pre-bid conference will not be accepted or considered for award.

Attendance at the pre-bid conference will not meet the requirements of proper registration unless the individual attending has registered at the pre-bid conference in accordance with the following:

- (A) The Division staff will take the name, company, e-mail address and phone number of the companies attending the virtual conference. The name of the companies and their representative will be read aloud, and the meeting will be recorded.
- (B) The company representative shall make sure their name is added to the roster no more than ten (10) minutes after the above noted time from the beginning of the conference.

- (C) Only one (1) company will be shown as being represented by the individual attending.
- (D) The individual attending is an officer or permanent employee of the company they are representing.

Attendance at any prior pre-bid conference will not meet the requirement of this provision.

PERMANENT VEGETATION ESTABLISHMENT:

(2-16-12) (Rev. 10-15-13)

104

SP1 G16

Establish a permanent stand of the vegetation mixture shown in the contract. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish permanent vegetation on all erodible areas within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the applicable section of the *2018 Standard Specifications*. All work required for initial vegetation planting shall be performed as a part of the work necessary for the completion and acceptance of the Intermediate Contract Time (ICT). Between the time of ICT and Final Project acceptance, or otherwise referred to as the vegetation establishment period, the Department will be responsible for preparing the required National Pollutant Discharge Elimination System (NPDES) inspection records.

Once the Engineer has determined that the permanent vegetation establishment requirement has been achieved at an 80% vegetation density (the amount of established vegetation per given area to stabilize the soil) and no erodible areas exist within the project limits, the Contractor will be notified to remove the remaining erosion control devices that are no longer needed. The Contractor will be responsible for, and shall correct any areas disturbed by operations performed in permanent vegetation establishment and the removal of temporary erosion control measures, whether occurring prior to or after placing traffic on the project.

Payment for *Response for Erosion Control, Seeding and Mulching, Repair Seeding, Supplemental Seeding, Mowing, Fertilizer Topdressing, Silt Excavation, and Stone for Erosion Control* will be made at contract unit prices for the affected items. Work required that is not represented by contract line items will be paid in accordance with Articles 104-7 or 104-3 of the *2018 Standard Specifications*. No additional compensation will be made for maintenance and removal of temporary erosion control items.

RIGHT OF ENTRY TO CSX TRANSPORTATION RIGHT-OF-WAY:

The contractor shall contact the NCDOT Rail Division to begin the Right of Entry (ROE) process. The ROE requirements shall include, but are not limited to, providing necessary insurance, dates work will be performed and any applicable fees. The contractor shall obtain this ROE agreement from CSXT prior to performing any construction activities within the Railroad Right of Way.

The contractor shall allow at least 120 days for the approval of the Right of Entry.

For assistance, contact the Resident Engineer or the Surfaces and Encroachment manager with the Rail Division of NCDOT at mmclamb@ncdot.gov.

All costs associated with satisfying CSX requirements and obtaining the ROE agreement, including, but not limited to, ROE fees and insurance shall be included in the price bid for the pay items associated with the work inside the railroad right of way. No separate measurement or payment will be made for these costs.

Once work begins within the Railroad Right-of-Way, complete all operations in the Railroad Right of Way in a continuous manner in order to minimize CSXT flagging resources.

CSXT Insurance Requirements

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000.00, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000.00 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000.00 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000.00, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective

Insurance Policy.

- c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.
 - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
 - g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
5. All insurance companies must be A. M. Best rated A- and Class VII or better.
 6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
 7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
CSX Transportation,
Inc. 500 Water Street,
C-907 Jacksonville, FL
32202

OR

insurancedocuments@csx.com and mmclamb@ncdot.gov

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

REGIONAL RAIL LLC:

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“ESPN” shall mean East Penn Railroad “CLNA” shall mean Carolina Coastal Railway
“FCEN” shall mean Florida Central Railroad, its successors and assigns. “FMID” shall mean Florida Midland Railroad, its successors and assigns “FNOR” shall mean Florida Northern Railroad, its successors and assigns “MNJ” shall mean Middletown and New Jersey Railroad
The above collectively shall be RRAIL
Railroad Representative” shall mean the authorized representative of ESPN,CLNA,RRAIL, MNJ.

“Agreement” shall mean the Agreement between ESPN, CLNA, RRAIL, MNJ and Licensee as amended from time to time.

“Licensee” shall mean the [NAME OF LICENSEE].

“Licensee Representative” shall mean the authorized representative of [NAME OF LICENSEE].

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF ESPN, CLNA, RRAIL, MNJ ENGINEER

The Railroad Representative shall have final authority in all matters affecting the safe maintenance of RRAIL operations and RRAIL property, and his or her approval shall be obtained by the Licensee or its Contractor for methods of construction to avoid interference with RRAIL operations and RRAIL property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH RRAIL OPERATIONS

- A. Licensee or its Contractor shall arrange and conduct its work so that there will be no interference with RRAIL operations, including train, signal, telephone and telegraphic services, or damage to RRAIL property, or to poles, wires, and other facilities of tenants on RRAIL Property or right-of-way. Licensee or its

Contractor shall store materials so as to prevent trespassers from causing damage to trains, or RRAIL Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the RRAIL Representative for approval, but such approval shall not relieve Licensee or its Contractor from liability in connection with such Work.

- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or RRAIL property, Licensee or its Contractor shall make such provision. If the RRAIL Representative determines that such provision is insufficient, RRAIL may, at the expense of Licensee or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Licensee or its Contractor shall not commence any work on RRAIL Property or rights-of-way until it has complied with the following conditions:

- A. Notify RRAIL in writing of the date that it intends to commence Work on the Project. Such notice must be received by RRAIL at least 48 hours in advance of the date Licensee or its Contractor proposes to begin Work on RRAIL property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the RRAIL Representative to begin Work on RRAIL property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from RRAIL the names, addresses and telephone numbers of RRAIL personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities including fiber optic cable on RRAIL property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of RRAIL or Licensee, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by RRAIL or Licensee but must be approved by RRAIL and Licensee. Licensee or Contractor shall be responsible for costs to RRAIL in arranging for the relocation of the third-party facilities.
- B. Should Licensee or Contractor desire any changes in addition to the above, then it shall make separate arrangements with RRAIL for such changes to be accomplished at the Licensee or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Licensee or Contractor desires access across RRAIL property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Licensee or Contractor must first obtain the permission of RRAIL and shall execute a license agreement or right of entry satisfactory to RRAIL, wherein Licensee or Contractor agrees to bear all costs and liabilities related to such access.
- B. Licensee and Contractor shall not cross RRAIL property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Licensee or Contractor shall arrange a schedule with RRAIL for accomplishing stage construction involving work by RRAIL. In arranging its schedule, Licensee or Contractor shall ascertain, from RRAIL, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Licensee or Contractor may not charge any costs or submit any claims against RRAIL for hindrance or delay caused by railroad traffic; work done by RRAIL or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Licensee and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Licensee and Contractor understand and agree that RRAIL does not assume any responsibility for work performed by others in connection with the Project. Licensee and Contractor further understand and agree that they shall have no claim whatsoever against RRAIL for any inconvenience, delay or additional cost incurred by Licensee or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Licensee and Contractor shall not store their materials or equipment on RRAIL property or where they may potentially interfere with RRAIL operations unless Licensee or Contractor has received RRAIL Representative's prior written permission. Licensee and Contractor understand and agree that RRAIL will not be liable for any damage to such materials and equipment from any cause and that RRAIL may move, or require Licensee or Contractor to move, such material and equipment at Licensee's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on RRAIL property shall be subject to RRAIL inspection and approval.
2. Construction work on RRAIL property shall be in accord with RRAIL written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the RRAIL as provided by Representative or Representative Assignee and in accord with any other instructions furnished by RRAIL or RRAIL Representative.

B. Blasting

1. Licensee or Contractor shall obtain RRAIL Representative's and Licensee Representative's prior written approval for use of explosives on or adjacent to RRAIL property. If permission for use of explosives is granted, Licensee or Contractor must comply with the following:
 - A. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Licensee or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of RRAIL. At least 10 days' advance notice to RRAIL Representative is required to arrange for the presence of an authorized RRAIL representative and any flagging that RRAIL may require.
 - d. Licensee or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Licensee's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Licensee's expense) any track misalignment or other damage to RRAIL property resulting from the blasting, as directed by RRAIL Representative, without delay to trains. If Licensee's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Licensee shall bear the entire cost thereof.
 - e. Licensee and Contractor shall not store explosives on RRAIL property.

2. RRAIL Representative will:
 - a. Determine the approximate location of trains and advise Licensee or Contractor of the approximate amount of time available for the blasting operation and clean-up.
 - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO RRAIL TRACKS

Licensee or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Licensee or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standards specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Licensee's or Contractor's operations shall be performed at Licensee's expense.

X. FLAGGING / INSPECTION SERVICE

- A. RRAIL has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Licensee or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by RRAIL, or over tracks.
- B. Licensee shall reimburse RRAIL directly for all current rates and costs of flagging that is required on account of construction within RRAIL property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Licensee or Contractor shall give a minimum of 48 hours advance notice to RRAIL Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for RRAIL to advertise a flagging job for bid, it may take up to 90-days to obtain this service and RRAIL shall not be liable for the cost of delays attributable to obtaining such service.
- D. RRAIL shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of RRAIL Representative, such inspection may be necessary. Licensee shall reimburse RRAIL for the costs incurred by RRAIL for such inspection service. Inspection service shall not relieve Licensee or Contractor from liability for its Work.

- E. RRAIL shall render invoices for, and Licensee shall pay for, the actual rate of the safety flag protection and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between RRAIL and its employees, or if the tax rates on labor are changed, bills will be rendered by RRAIL and paid by Licensee using the new rates. Licensee and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible

XI. UTILITY FACILITIES ON RRAIL PROPERTY

Licensee shall arrange, upon approval from RRAIL, to have any utility facilities on or over RRAIL Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Licensee or Contractor, upon completion of the Project, shall remove from RRAIL Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, false work, rubbish, or temporary buildings belonging to Licensee or Contractor. Licensee or Contractor, upon completion of the Project, shall leave RRAIL Property in neat condition, satisfactory to RRAIL Representative.

XIII. FAILURE TO COMPLY

If Licensee or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) RRAIL may require Licensee and/or Contractor to vacate RRAIL Property; and (b) RRAIL may withhold monies due Licensee and/or Contractor; (c) RRAIL may require Licensee to withhold monies due Contractor; and (d) RRAIL may cure such failure and the Licensee shall reimburse RRAIL for the cost of curing such failure.

INSURANCE REQUIREMENTS:

I. Insurance Policies:

Licensee and Contractor, if and to the extent that either is performing work on or about RRAIL property, shall procure and maintain the following insurance policies:

Licensee and Contractor, if and to the extent that either is performing work on or about RRAIL property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than

\$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name RRAIL as an additional insured.

2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than

\$1,000,000, which insurance must contain a waiver of subrogation against RRAIL and its affiliates [if permitted by state law].

3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name RRAIL as an additional insured.

4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of

\$10,000,000, which insurance shall satisfy the following additional requirements:

- a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
- b. RRAIL must be the named insured on the Railroad Protective Insurance Policy.
- c. Name and Address of Contractor and Licensee must be shown on the Declarations page.
- d. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.
- e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
- f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
- g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.

- (v) Policies that contain any type of deductible
5. All insurance companies must be A. M. Best rated A- and Class VII or better.
 6. Such additional or different insurance as RRAIL may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Neither Licensee nor Contractor may begin work on the Project until it has received RRAIL written approval of the required insurance.

DELAY IN RIGHT OF ENTRY:

(7-1-95) (Rev. 7-15-14)

108

SP1 G22

The Contractor will not be allowed right of entry to the following parcel(s) prior to the listed date(s) unless otherwise permitted by the Engineer.

<u>Parcel No.</u>	<u>Property Owner</u>	<u>Date</u>
23Z	Willis Commercial Properties, LLC	04-26-22
69Z	City of Greenville	04-26-22
87Z	City of Greenville	04-26-22

MAJOR CONTRACT ITEMS:

(2-19-02)

104

SP1 G28

The following listed items are the major contract items for this contract (see Article 104-5 of the *2018 Standard Specifications*):

Line #	Description
9	Removal of Existing Concrete Pavement
38	Class IV Subgrade Stabilization
66	6" Concrete Driveway
126	Ductile Iron Water Pipe Fittings

SPECIALTY ITEMS:

(7-1-95)(Rev. 7-20-21)

108-6

SP1 G37

Items listed below will be the specialty items for this contract (see Article 108-6 of the 2018 Standard Specifications).

Line #	Description
75-77	Fencing
80-86	Signing
101-105, 112-113	Long-Life Pavement Markings
106	Removable Tape
114-116, 118-119	Lighting
120-157	Utility Construction
158-179	Erosion Control
180-187	Planting
188-193	Rest Area
194-240	Signals/ITS System

FUEL PRICE ADJUSTMENT:

(11-15-05) (Rev. 7-20-21)

109-8

SP1 G43

Revise the 2018 Standard Specifications as follows:

Page 1-87, Article 109-8, Fuel Price Adjustments, add the following:

The base index price for DIESEL #2 FUEL is \$ **2.7923** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

The pay items and the fuel factor used in calculating adjustments to be made will be as follows:

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Asphalt Concrete Base Course, Type ____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Intermediate Course, Type ____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Surface Course, Type ____	Gal/Ton	0.90 or 2.90
Open-Graded Asphalt Friction Course	Gal/Ton	0.90 or 2.90
Permeable Asphalt Drainage Course, Type ____	Gal/Ton	0.90 or 2.90
Sand Asphalt Surface Course, Type ____	Gal/Ton	0.90 or 2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
__" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to __" Pavement	Gal/SY	0.245

For the asphalt items noted in the chart as eligible for fuel adjustments, the bidder may include the *Fuel Usage Factor Adjustment Form* with their bid submission if they elect to use the fuel usage factor. The *Fuel Usage Factor Adjustment Form* is found at the following link:

<https://connect.ncdot.gov/letting/LetCentral/Fuel%20Usage%20Factor%20Adjustment%20Form.pdf>

Select either 2.90 Gal/Ton fuel factor or 0.90 Gal/Ton fuel factor for each asphalt line item on the *Fuel Usage Factor Adjustment Form*. The selected fuel factor for each asphalt item will remain in effect for the duration of the contract.

Failure to complete the *Fuel Usage Factor Adjustment Form* will result in using 2.90 gallons per ton as the Fuel Usage Factor for Diesel for the asphalt items noted above. The contractor will not be permitted to change the Fuel Usage Factor after the bids are submitted.

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08) (Rev. 5-13-19)

108-2

SP1 G58

The Contractor's attention is directed to the Standard Special Provision entitled *Availability of Funds Termination of Contracts* included elsewhere in this proposal. The Department of Transportation's schedule of estimated completion progress for this project as required by that Standard Special Provision is as follows:

<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2022	(7/01/21 - 6/30/22) 12% of Total Amount Bid
2023	(7/01/22 - 6/30/23) 49% of Total Amount Bid
2024	(7/01/23 - 6/30/24) 36% of Total Amount Bid
2025	(7/01/24 - 6/30/25) 3% of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2018 Standard Specifications*. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

DISADVANTAGED BUSINESS ENTERPRISE:

(10-16-07)(Rev. 8-17-21)

102-15(J)

SP1 G61

Description

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with Federal funds. This provision is guided by 49 CFR Part 26.

Definitions

Additional DBE Subcontractors - Any DBE submitted at the time of bid that will not be used to meet the DBE goal. No submittal of a Letter of Intent is required.

Committed DBE Subcontractor - Any DBE submitted at the time of bid that is being used to meet the DBE goal by submission of a Letter of Intent. Or any DBE used as a replacement for a previously committed DBE firm.

Contract Goal Requirement - The approved DBE participation at time of award, but not greater than the advertised contract goal.

DBE Goal - A portion of the total contract, expressed as a percentage, that is to be performed by committed DBE subcontractor(s).

Disadvantaged Business Enterprise (DBE) - A firm certified as a Disadvantaged Business Enterprise through the North Carolina Unified Certification Program.

Goal Confirmation Letter - Written documentation from the Department to the bidder confirming the Contractor's approved, committed DBE participation along with a listing of the committed DBE firms.

Manufacturer - A firm that operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor.

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

Replacement / Substitution – A full or partial reduction in the amount of work subcontracted to a committed (or an approved substitute) DBE firm.

North Carolina Unified Certification Program (NCUCP) - A program that provides comprehensive services and information to applicants for DBE certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with 49 CFR Part 26.

United States Department of Transportation (USDOT) - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

Forms and Websites Referenced in this Provision

DBE Payment Tracking System - On-line system in which the Contractor enters the payments made to DBE subcontractors who have performed work on the project.
<https://apps.dot.state.nc.us/Vendor/PaymentTracking/>

DBE-IS Subcontractor Payment Information - Form for reporting the payments made to all DBE firms working on the project. This form is for paper bid projects only.
<https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBE-IS%20Subcontractor%20Payment%20Information.pdf>

RF-1 DBE Replacement Request Form - Form for replacing a committed DBE.
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>

SAF Subcontract Approval Form - Form required for approval to sublet the contract.
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip>

JC-1 Joint Check Notification Form - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

Letter of Intent - Form signed by the Contractor and the DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the estimated amount (based on quantities and unit prices) listed at the time of bid.
<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

Listing of DBE Subcontractors Form - Form for entering DBE subcontractors on a project that will meet this DBE goal. This form is for paper bids only.
[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20\(Federal\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).docx)

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where DBEs quoted on the project. This sheet is submitted with good faith effort packages.
<http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls>

DBE Goal

The following DBE goal for participation by Disadvantaged Business Enterprises is established for this contract:

Disadvantaged Business Enterprises **7.0** %

- (A) *If the DBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that DBEs participate in at least the percent of the contract as set forth above as the DBE goal.

- (B) *If the DBE goal is zero*, the Contractor shall make an effort to recruit and use DBEs during the performance of the contract. Any DBE participation obtained shall be reported to the Department.

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as DBE certified shall be used to meet the DBE goal. The Directory can be found at the following link. [https:// www.ebs.nc.gov/VendorDirectory/default.html](https://www.ebs.nc.gov/VendorDirectory/default.html)

The listing of an individual firm in the directory shall not be construed as an endorsement of the firm's capability to perform certain work.

Listing of DBE Subcontractors

At the time of bid, bidders shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goal. Only those firms with current DBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(A) **Electronic Bids**

Bidders shall submit a listing of DBE participation in the appropriate section of the electronic submittal file.

- (1) Submit the names and addresses of DBE firms identified to participate in the contract. If the bidder uses the updated listing of DBE firms shown in the electronic submittal file, the bidder may use the dropdown menu to access the name and address of the DBE firm.
- (2) Submit the contract line numbers of work to be performed by each DBE firm. When no figures or firms are entered, the bidder will be considered to have no DBE participation.
- (3) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE's participation will not count towards achieving the DBE goal.

(B) Paper Bids

- (1) *If the DBE goal is more than zero,*
 - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of *DBE participation*, including the names and addresses on *Listing of DBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract.
 - (b) If bidders have no DBE participation, they shall indicate this on the *Listing of DBE Subcontractors* by entering the word “None” or the number “0.” This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.
 - (c) The bidder shall be responsible for ensuring that the DBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that DBE’s participation will not count towards achieving the corresponding goal.
- (2) *If the DBE goal is zero,* entries on the *Listing of DBE Subcontractors* are not required for the zero goal, however any DBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

DBE Prime Contractor

When a certified DBE firm bids on a contract that contains a DBE goal, the DBE firm is responsible for meeting the goal or making good faith efforts to meet the goal, just like any other bidder. In most cases, a DBE bidder on a contract will meet the DBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the DBE bidder and any other DBE subcontractors will count toward the DBE goal. The DBE bidder shall list itself along with any DBE subcontractors, if any, in order to receive credit toward the DBE goal.

For example, if the DBE goal is 45% and the DBE bidder will only perform 40% of the contract work, the prime will list itself at 40%, and the additional 5% shall be obtained through additional DBE participation with DBE subcontractors or documented through a good faith effort.

DBE prime contractors shall also follow Sections A and B listed under *Listing of DBE Subcontractor* just as a non-DBE bidder would.

Written Documentation – Letter of Intent

The bidder shall submit written documentation for each DBE that will be used to meet the DBE goal of the contract, indicating the bidder's commitment to use the DBE in the contract. This documentation shall be submitted on the Department's form titled *Letter of Intent*.

The documentation shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 10:00 a.m. of the sixth calendar day following opening of bids, unless the sixth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed DBE to be used toward the DBE goal, or if the form is incomplete (i.e. both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Contractor shall submit evidence of good faith efforts, completed in its entirety, to the State Contractor Utilization Engineer or DBE@ncdot.gov no later than 10:00 a.m. on the eighth calendar day following opening of bids, unless the eighth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day.

Submission of Good Faith Effort

If the bidder fails to meet or exceed the DBE goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach the DBE goal.

A hard copy and an electronic copy of this information shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 10:00 a.m. on the sixth calendar day following opening of bids unless the sixth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day. If the contractor cannot send the information electronically, then one complete set and 5 copies of this information shall be received under the same time constraints above.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

Consideration of Good Faith Effort for Projects with DBE Goals More Than Zero

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient DBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought DBE participation. Mere *pro forma* efforts are not considered good faith efforts.

The Department will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goal and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
 - (1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
 - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding

contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- (E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder's inability to get DBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the DBE goal.

In addition, the Department may take into account the following:

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the DBE goal.
- (2) The bidders' past performance in meeting the DBE goals.
- (3) The performance of other bidders in meeting the DBE goal. For example, when the apparent successful bidder fails to meet the DBE goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the DBE goal, but meets or exceeds the average DBE participation obtained by other bidders, the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

If the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive bidder that can satisfy to the Department that the DBE goal can be met or that an adequate good faith effort has been made to meet the DBE goal.

Non-Good Faith Appeal

The State Prequalification Engineer will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the State Prequalification Engineer or at DBE@ncdot.gov. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

Counting DBE Participation Toward Meeting DBE Goal**(A) Participation**

The total dollar value of the participation by a committed DBE will be counted toward the contract goal requirement. The total dollar value of participation by a committed DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.

(B) Joint Checks

Prior notification of joint check use shall be required when counting DBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 (*Joint Check Notification Form*) and the use of joint checks shall be in accordance with the Department's Joint Check Procedures.

(C) Subcontracts (Non-Trucking)

A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract goal requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

(D) Joint Venture

When a DBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.

(E) Suppliers

A contractor may count toward its DBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a DBE regular dealer and 100 percent of such expenditures from a DBE manufacturer.

(F) Manufacturers and Regular Dealers

A contractor may count toward its DBE requirement the following expenditures to DBE firms that are not manufacturers or regular dealers:

- (1) The fees or commissions charged by a DBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
- (2) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Commercially Useful Function

(A) DBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and any other relevant factors.

(B) DBE Utilization in Trucking

The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function:

- (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.

- (2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.
- (5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Contractor will not count towards the DBE contract requirement.
- (6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the DBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

DBE Replacement

When a Contractor has relied on a commitment to a DBE subcontractor (or an approved substitute DBE subcontractor) to meet all or part of a contract goal requirement, the contractor shall not terminate the DBE subcontractor for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another DBE subcontractor, a non-DBE subcontractor, or with the Contractor's own forces or those of an affiliate.

The Contractor must give notice in writing both by certified mail and email to the DBE subcontractor, with a copy to the Engineer of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE subcontractor five (5) business days to respond to the Contractor's Notice of Intent to Request Termination and/or Substitution. If the DBE subcontractor objects to the intended termination/substitution, the DBE, within five (5) business days must advise the Contractor and the Department of the reasons why the action should

not be approved. The five-day notice period shall begin on the next business day after written notice is provided to the DBE subcontractor.

A committed DBE subcontractor may only be terminated after receiving the Department's written approval based upon a finding of good cause for the proposed termination and/or substitution. For purposes of this section, good cause shall include the following circumstances:

- (a) The listed DBE subcontractor fails or refuses to execute a written contract;
- (b) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (f) The listed DBE subcontractor is not a responsible contractor;
- (g) The listed DBE voluntarily withdraws from the project and provides written notice of withdrawal;
- (h) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (i) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (j) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

The Contractor shall comply with the following for replacement of a committed DBE:

(A) Performance Related Replacement

When a committed DBE is terminated for good cause as stated above, an additional DBE that was submitted at the time of bid may be used to fulfill the DBE commitment. A good faith effort will only be required for removing a committed DBE if there were no additional DBEs submitted at the time of bid to cover the same amount of work as the DBE that was terminated.

If a replacement DBE is not found that can perform at least the same amount of work as the terminated DBE, the Contractor shall submit a good faith effort documenting the steps taken. Such documentation shall include, but not be limited to, the following:

- (1) Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.

- (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
 - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
 - (3) A list of reasons why DBE quotes were not accepted.
 - (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
- (1) When a committed DBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
 - (2) When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).
 - (3) Exception: If the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, the Department will not require the Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement and overall goal.

All requests for replacement of a committed DBE firm shall be submitted to the Engineer for approval on Form RF-1 (*DBE Replacement Request*). If the Contractor fails to follow this procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months.

Changes in the Work

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed DBE, the Contractor will not be required to seek additional participation. When the Engineer makes changes that result in additional work to be performed by a DBE based upon the Contractor's commitment, the DBE shall participate in additional work to the same extent as the DBE participated in the original contract work.

When the Engineer makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by DBEs unless otherwise approved by the Engineer.

When the Engineer makes changes that result in an alteration of plans or details of construction, and a portion or all of the work had been expected to be performed by a committed DBE, the Contractor shall seek participation by DBEs unless otherwise approved by the Engineer.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a DBE, the Contractor shall seek additional participation by DBEs equal to the reduced DBE participation caused by the changes.

Reports and Documentation

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a DBE subcontractor. The Department reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

Within 30 calendar days of entering into an agreement with a DBE for materials, supplies or services, not otherwise documented by the SAF as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation shall also indicate the percentage (60% or 100%) of expenditures claimed for DBE credit.

Reporting Disadvantaged Business Enterprise Participation

The Contractor shall provide the Engineer with an accounting of payments made to all DBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

- (A) Withholding of money due in the next partial pay estimate; or
- (B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to DBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from being approved for work on future DOT projects until the required information is submitted.

Contractors reporting transportation services provided by non-DBE lessees shall evaluate the value of services provided during the month of the reporting period only.

At any time, the Engineer can request written verification of subcontractor payments.

The Contractor shall report the accounting of payments through the Department's DBE Payment Tracking System.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2018 Standard Specifications* may be cause to disqualify the Contractor.

CERTIFICATION FOR FEDERAL-AID CONTRACTS:

(3-21-90)

SP1 G85

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by *Section 1352, Title 31, U.S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

CONTRACTOR'S LICENSE REQUIREMENTS:

(7-1-95)

102-14

SP1 G88

If the successful bidder does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he will be required to sublet such work to a contractor properly licensed in accordance with *Article 2 of Chapter 87 of the General Statutes* (licensing of heating, plumbing, and air conditioning contractors) and *Article 4 of Chapter 87 of the General Statutes* (licensing of electrical contractors).

RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:

(11-17-20)

SP01 G090

All telecommunications, video or other ITS equipment or services installed or utilized on this project must be in conformance with UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS **2 CFR, § 200.216** **Prohibition on certain telecommunications and video surveillance services or equipment.**

USE OF UNMANNED AIRCRAFT SYSTEM (UAS):

(8-20-19)

SP1 G092

The Contractor shall adhere to all Federal, State and Local regulations and guidelines for the use of Unmanned Aircraft Systems (UAS). This includes but is not limited to US 14 CFR Part 107 *Small UAS Rule*, NC GS 15A-300.2 *Regulation of launch and recovery sites*, NC GS 63-95 *Training required for the operation of unmanned aircraft systems*, NC GS 63-96 *Permit required for commercial operation of unmanned aircraft system*, and NCDOT UAS Policy. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, a NC UAS Operator Permit as well as operating a UAS registered with the FAA.

Prior to beginning operations, the Contractor shall complete the NCDOT UAS – Flight Operation Approval Form and submit it to the Engineer for approval. All UAS operations shall be approved by the Engineer prior to beginning the operations.

All contractors or subcontractors operating UAS shall have UAS specific general liability insurance to cover all operations under this contract.

The use of UAS is at the Contractor's discretion. No measurement or payment will be made for the use of UAS. In the event that the Department directs the Contractor to utilize UAS, payment will be in accordance with Article 104-7 Extra Work.

EQUIPMENT IDLING GUIDELINES:

(1-19-21)

107

SP1 G096

Exercise reduced fuel consumption and reduced equipment emissions during the construction of all work associated with this contract. Employees engaged in the construction of this project

should turn off vehicles when stopped for more than thirty (30) minutes and off-highway equipment should idle no longer than fifteen (15) consecutive minutes.

These guidelines for turning off vehicles and equipment when idling do not apply to:

1. Idling when queuing.
2. Idling to verify the vehicle is in safe operating condition.
3. Idling for testing, servicing, repairing or diagnostic purposes.
4. Idling necessary to accomplish work for which the vehicle was designed (such as operating a crane, mixing concrete, etc.).
5. Idling required to bring the machine system to operating temperature.
6. Emergency vehicles, utility company, construction, and maintenance vehicles where the engines must run to perform needed work.
7. Idling to ensure safe operation of the vehicle.
8. Idling when the propulsion engine is providing auxiliary power for other than heating or air conditioning. (such as hydraulic systems for pavers)
9. When specific traffic, safety, or emergency situations arise.
10. If the ambient temperature is less than 32 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants (e.g. to run the heater).
11. If the ambient temperature is greater than 90 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants of off-highway equipment (e.g. to run the air conditioning) no more than 30 minutes.
12. Diesel powered vehicles may idle for up to 30 minutes to minimize restart problems.

Any vehicle, truck, or equipment in which the primary source of fuel is natural gas or electricity is exempt from the idling limitations set forth in this special provision.

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94)

108-5

SP1 G100

To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report such activities.

The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

CARGO PREFERENCE ACT:

(2-16-16)

Privately owned United States-flag commercial vessels transporting cargoes are subject to the Cargo Preference Act (CPA) of 1954 requirements and regulations found in 46 CFR 381.7. Contractors are directed to clause (b) of 46 CFR 381.7 as follows:

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

" (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 B

Subsurface information is available on the structure portion of this project only.

ELECTRONIC BIDDING:

(2-19-19)

101, 102, 103

SP1 G140

Revise the *2018 Standard Specifications* as follows:

Page 1-4, Article 101-3, DEFINITIONS, BID (OR PROPOSAL) *Electronic Bid*, line 1, replace "Bid Express®" with "the approved electronic bidding provider".

Page 1-15, Subarticle 102-8(B), *Electronic Bids*, lines 39-40, replace "to Bid Express®" with "via the approved electronic bidding provider".

Page 1-15, Subarticle 102-8(B)(1), *Electronic Bids*, line 41, delete "from Bid Express®"

Page 1-17, Subarticle 102-9(C)(2), *Electronic Bids*, line 21, replace "Bid Express® miscellaneous folder within the .ebs" with "electronic submittal".

Page 1-29, Subarticle 103-4(C)(2), *Electronic Bids*, line 32, replace ".ebs miscellaneous data file of Expedite" with "electronic submittal file"

TWELVE MONTH GUARANTEE:

(7-15-03)

108

SP1 G145

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.
- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that the Department would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.

To ensure uniform application statewide the Division Engineer will forward details regarding the circumstances surrounding any proposed guarantee repairs to the Chief Engineer for review and approval prior to the work being performed.

EROSION AND SEDIMENT CONTROL/STORMWATER CERTIFICATION:

(1-16-07) (Rev 12-15-20)

105-16, 225-2, 16

SP1 G180

General

Schedule and conduct construction activities in a manner that will minimize soil erosion and the resulting sedimentation and turbidity of surface waters. Comply with the requirements herein regardless of whether or not a National Pollution discharge Elimination System (NPDES) permit for the work is required.

Establish a chain of responsibility for operations and subcontractors' operations to ensure that the *Erosion and Sediment Control/Stormwater Pollution Prevention Plan* is implemented and maintained over the life of the contract.

- (A) *Certified Supervisor* - Provide a certified Erosion and Sediment Control/Stormwater Supervisor to manage the Contractor and subcontractor operations, insure compliance with

Federal, State and Local ordinances and regulations, and manage the Quality Control Program.

- (B) *Certified Foreman* - Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.
- (C) *Certified Installer* - Provide a certified installer to install or direct the installation for erosion or sediment/stormwater control practices.
- (D) *Certified Designer* - Provide a certified designer for the design of the erosion and sediment control/stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control/stormwater plan.

Roles and Responsibilities

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:
 - (1) **Manage Operations** - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
 - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
 - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
 - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
 - (d) Implement the erosion and sediment control/stormwater site plans requested.
 - (e) Provide any needed erosion and sediment control/stormwater practices for the Contractor's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
 - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Contractor in jurisdictional areas.
 - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
 - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.

- (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Contractor's operations.
 - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces or any location where sediment leaves the Right-of-Way.
 - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
- (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/maintenance, construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
 - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every 7 calendar days and within 24 hours after a rainfall event equal to or greater than 1.0 inch that occurs within a 24 hour period. Additional monitoring may be required at the discretion of Division of Water Resources personnel if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.
 - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
 - (d) Maintain erosion and sediment control/stormwater inspection records for review by Department and Regulatory personnel upon request.
 - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
 - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
 - (g) Provide secondary containment for bulk storage of liquid materials.
 - (h) Provide training for employees concerning general erosion and sediment control/stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the *General Permit, NCG010000*.

- (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
- (a) Follow permit requirements related to the Contractor and subcontractors' construction activities.
 - (b) Ensure that all operators and subcontractors on site have the proper erosion and sediment control/stormwater certification.
 - (c) Notify the Engineer when the required certified erosion and sediment control/stormwater personnel are not available on the job site when needed.
 - (d) Conduct the inspections required by the NPDES permit.
 - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
 - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch/seed or vegetative cover on a section-by-section basis.
 - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
 - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
 - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
 - (j) The Contractor's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.
- (B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:
- (1) Foreman in charge of grading activities
 - (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
 - (3) Foreman in charge of utility activities

The Contractor may request to use the same person as the Level II Supervisor and Level II Foreman. This person shall be onsite whenever construction activities as described above are taking place. This request shall be approved by the Engineer prior to work beginning.

The Contractor may request to name a single Level II Foreman to oversee multiple construction activities on small bridge or culvert replacement projects. This request shall be approved by the Engineer prior to work beginning.

- (C) *Certified Installers* - Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control/stormwater crew:

- (1) Seeding and Mulching
- (2) Temporary Seeding
- (3) Temporary Mulching
- (4) Sodding
- (5) Silt fence or other perimeter erosion/sediment control device installations
- (6) Erosion control blanket installation
- (7) Hydraulic tackifier installation
- (8) Turbidity curtain installation
- (9) Rock ditch check/sediment dam installation
- (10) Ditch liner/matting installation
- (11) Inlet protection
- (12) Riprap placement
- (13) Stormwater BMP installations (such as but not limited to level spreaders, retention/detention devices)
- (14) Pipe installations within jurisdictional areas

If a Level I *Certified Installer* is not onsite, the Contractor may substitute a Level II Foreman for a Level I Installer, provided the Level II Foreman is not tasked to another crew requiring Level II Foreman oversight.

- (D) *Certified Designer* - Include the certification number of the Level III Certified Designer on the erosion and sediment control/stormwater component of all reclamation plans and if applicable, the certification number of the Level III Certified Designer on the design of the project erosion and sediment control/stormwater plan.

Preconstruction Meeting

Furnish the names of the *Certified Erosion and Sediment Control/Stormwater Supervisor*, *Certified Foremen*, *Certified Installers* and *Certified Designer* and notify the Engineer of changes in certified personnel over the life of the contract within 2 days of change.

Ethical Responsibility

Any company performing work for the North Carolina Department of Transportation has the ethical responsibility to fully disclose any reprimand or dismissal of an employee resulting from improper testing or falsification of records.

Revocation or Suspension of Certification

Upon recommendation of the Chief Engineer to the certification entity, certification for *Supervisor*, *Certified Foremen*, *Certified Installers* and *Certified Designer* may be revoked or suspended with the issuance of an *Immediate Corrective Action (ICA)*, *Notice of Violation (NOV)*, or *Cease and Desist Order* for erosion and sediment control/stormwater related issues.

The Chief Engineer may recommend suspension or permanent revocation of certification due to the following:

- (A) Failure to adequately perform the duties as defined within this certification provision.
- (B) Issuance of an ICA, NOV, or Cease and Desist Order.
- (C) Failure to fully perform environmental commitments as detailed within the permit conditions and specifications.
- (D) Demonstration of erroneous documentation or reporting techniques.
- (E) Cheating or copying another candidate's work on an examination.
- (F) Intentional falsification of records.
- (G) Directing a subordinate under direct or indirect supervision to perform any of the above actions.
- (H) Dismissal from a company for any of the above reasons.
- (I) Suspension or revocation of one's certification by another entity.

Suspension or revocation of a certification will be sent by certified mail to the certificant and the Corporate Head of the company that employs the certificant.

A certificant has the right to appeal any adverse action which results in suspension or permanent revocation of certification by responding, in writing, to the Chief Engineer within 10 calendar days after receiving notice of the proposed adverse action.

Chief Engineer
1536 Mail Service Center
Raleigh, NC 27699-1536

Failure to appeal within 10 calendar days will result in the proposed adverse action becoming effective on the date specified on the certified notice. Failure to appeal within the time specified will result in a waiver of all future appeal rights regarding the adverse action taken. The certificant will not be allowed to perform duties associated with the certification during the appeal process.

The Chief Engineer will hear the appeal and make a decision within 7 days of hearing the appeal. Decision of the Chief Engineer will be final and will be made in writing to the certificant.

If a certification is temporarily suspended, the certificant shall pass any applicable written examination and any proficiency examination, at the conclusion of the specified suspension period, prior to having the certification reinstated.

Measurement and Payment

Certified Erosion and Sediment Control/Stormwater Supervisor, Certified Foremen, Certified Installers and Certified Designer will be incidental to the project for which no direct compensation will be made.

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE:

(2-20-07) (Rev. 4-5-19)

105-16, 230, 801

SP1 G181

Water discharge from borrow pit sites shall not cause surface waters to exceed 50 NTUs (nephelometric turbidity unit) in streams not designated as trout waters and 10 NTUs in streams, lakes or reservoirs designated as trout waters. For lakes and reservoirs not designated as trout waters, the turbidity shall not exceed 25 NTUs. If the turbidity exceeds these levels due to natural background conditions, the existing turbidity level shall not be increased.

If during any operating day, the downstream water quality exceeds the standard, the Contractor shall do all of the following:

- (A) Either cease discharge or modify the discharge volume or turbidity levels to bring the downstream turbidity levels into compliance, or
- (B) Evaluate the upstream conditions to determine if the exceedance of the standard is due to natural background conditions. If the background turbidity measurements exceed the standard, operation of the pit and discharge can continue as long as the stream turbidity levels are not increased due to the discharge.
- (C) Measure and record the turbidity test results (time, date and sampler) at all defined sampling locations 30 minutes after startup and at a minimum, one additional sampling of all sampling locations during that 24-hour period in which the borrow pit is discharging.
- (D) Notify DWQ within 24 hours of any stream turbidity standard exceedances that are not brought into compliance.

During the Environmental Assessment required by Article 230-4 of the *2018 Standard Specifications*, the Contractor shall define the point at which the discharge enters into the State's surface waters and the appropriate sampling locations. Sampling locations shall include points upstream and downstream from the point at which the discharge enters these waters. Upstream sampling location shall be located so that it is not influenced by backwater conditions and represents natural background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

The discharge shall be closely monitored when water from the dewatering activities is introduced into jurisdictional wetlands. Any time visible sedimentation (deposition of sediment) on the wetland surface is observed, the dewatering activity will be suspended until turbidity levels in the stilling basin can be reduced to a level where sediment deposition does not occur. Staining of wetland surfaces from suspended clay particles, occurring after evaporation or infiltration, does not constitute sedimentation. No activities shall occur in wetlands that adversely affect the functioning of a wetland. Visible sedimentation will be considered an indication of possible adverse impacts on wetland use.

The Engineer will perform independent turbidity tests on a random basis. These results will be maintained in a log within the project records. Records will include, at a minimum, turbidity test results, time, date and name of sampler. Should the Department's test results exceed those of the Contractor's test results, an immediate test shall be performed jointly with the results superseding the previous test results of both the Department and the Contractor.

The Contractor shall use the *NCDOT Turbidity Reduction Options for Borrow Pits Matrix*, available at <https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/TurbidityReductionOptionSheet.pdf> to plan, design, construct, and maintain BMPs to address water quality standards. Tier I Methods include stilling basins which are standard compensatory BMPs. Other Tier I methods are noncompensatory and shall be used when needed to meet the stream turbidity standards. Tier II Methods are also noncompensatory and are options that may

be needed for protection of rare or unique resources or where special environmental conditions exist at the site which have led to additional requirements being placed in the DWQ's 401 Certifications and approval letters, Isolated Wetland Permits, Riparian Buffer Authorization or a DOT Reclamation Plan's Environmental Assessment for the specific site. Should the Contractor exhaust all Tier I Methods on a site exclusive of rare or unique resources or special environmental conditions, Tier II Methods may be required by regulators on a case by case basis per supplemental agreement.

The Contractor may use cation exchange capacity (CEC) values from proposed site borings to plan and develop the bid for the project. CEC values exceeding 15 milliequivalents per 100 grams of soil may indicate a high potential for turbidity and should be avoided when dewatering into surface water is proposed.

No additional compensation for monitoring borrow pit discharge will be paid.

NOTE TO CONTRACTOR (PUBLIC INFORMATION SCOPE OF WORK):

The Contractor shall hold an initial project coordination meeting with NCDOT at least three weeks prior to start of construction to discuss project impacts to the public.

The Contractor shall provide a representative to attend up to 4 public meetings.

The Contractor shall designate a contact for public information inquiries/coordination that is familiar with the project and can provide answers to the Department within 24 hours of request. Throughout construction, this contact shall provide weekly updates to the Department, including, but not limited to, traffic control phasing, graphic illustrations, project pictures, etc. There will be no direct payment for the work covered by this provision. Payment at the contract unit prices for the various items in the contract will be full compensation for all work covered by this provision.

PROJECT SPECIAL PROVISIONS**ROADWAY****CLEARING AND GRUBBING - METHOD III:**

(4-6-06) (Rev.8-18-15)

200

SP2 R02B

Perform clearing on this project to the limits established by Method "III" shown on Standard Drawing No. 200.03 of the *2018 Roadway Standard Drawings*. Conventional clearing methods may be used except where permit drawings or conditions have been included in the proposal which require certain areas to be cleared by hand methods.

FIELD OFFICE (Lump Sum):

(6-1-07)(Rev. 2-15-22)

SPI 8-01

Description

This work consists of furnishing, erecting, equipping, maintaining, and removing a field office for the exclusive use of Department Engineers and Inspectors at a location on the project approved by the Engineer. Provide a field office that complies with the current ADA Design and Accessibility Standards, the National Electric Code, local, state, and federal regulations, and the following requirements.

Procedures

The field office and equipment will remain the property of the Contractor upon completion of the contract. The field office shall be separated from buildings and trailers used by the Contractor and shall be erected and functional as an initial operation. Failure to have the field office functional when work first begins on the project and maintained, as determined by the Engineer, throughout the life of the project will result in withholding payment of the Contractor's monthly progress estimate. Maintain the field office in an operational state throughout the duration of the project. Remove the field office when directed by the Engineer.

Provide a field office that is weatherproof, tightly floored and roofed, constructed with an air space above the ceiling for ventilation, supported above the ground, has a width of at least 10 feet, and the floor-to-ceiling height that is at least 7 feet 6 inches. Provide inside walls and a ceiling constructed of plywood, fiber board, gypsum board, or other suitable materials. Have the exterior walls, ceiling, and floor insulated.

Provide a field office with at least 1,000 square feet of floor space and that is equipped with the following:

Item

Telephone service.

Internet Connection Service with modem for Wi-Fi with 2 Data ports in all rooms (with exception of kitchenette and bathrooms).

<u>Number</u>	<u>Item</u>
1	Double-pedestal desk (approximately 60 by 34 inches, at least 2,000 square inches).
1	Plan and drafting table (approximately 30 by 96 inches) with adjustable stool.
1	Computer table at least 48 by 30 by 29 inches.
1	Plan rack for 24 by 36 inch drawings with 6 plan clamps.
2	4-drawer fire protection file, 15 inch drawer width, minimum UL rating of Class 350.
6	Adjustable five-leg base rolling office chairs.
1	Wastebasket per room.
1	Telephone.
1	Print/Copy/Scan/Fax machine (11 inch x 17 inch copies).

Windows and Doors

Provide a field office with at least three windows with blinds, each having an area of at least 540 square inches, capable of being opened and secured from the inside and having at least two exterior passage doors. Provide doors at least 30 inches in width and 78 inches in height. Provide screens for windows and doors. Equip exterior passage doors with locks and furnish at least two keys to the Engineer. Provide accessibility in compliance with the current ADA Design and Accessibility Standards, and the State Building Code and maintain them free from obstructions.

Steps

Provide accessibility in compliance with the current ADA Design and Accessibility Standards, and the State Building Code and maintain them free from obstructions.

Storage Facility for Nuclear Gauge

Provide an outside storage facility for the Department's nuclear gauge. Provide a facility that has at least 64 square feet of floor space, is weatherproof, tightly floored and roofed, and has a tamper resistant key operated lock. The storage facility shall not be located within 10 feet of any other structure including the field office. Furnish at least two keys to the Engineer.

Lighting, Heating, and Air Conditioning

The field office shall have satisfactory lighting, electrical outlets, heating equipment, an exhaust fan, and an air conditioner connected to an operational power source. Provide at least one lighting fixture in each room and at least one fluorescent light fixture over the plan and drafting table. Furnish electrical current and fuel for heating equipment.

Fire Extinguishers

Furnish and maintain one fire extinguisher for each exterior passage door. Fire extinguisher may be chemical or dry powder. UL Classification 10-B:C (minimum), suitable for Type A:B:C: fires. Provide, mount, and maintain fire extinguishers in accordance with OSHA Safety and Health Standards.

Toilets

Provide a toilet conforming to the requirements of the state and local boards of health or other bodies or courts having jurisdiction in the area. When separate facilities for men and women are not available, place a sign with the words "Rest Room" (with letters at least 1 inch in height) over the doorway, and provide an adequate positive locking system on the inside of the doorway. Maintain responsibility for the water and sewer connections or the installation and connection of a water well and septic tank and drain field. These facilities shall conform to all local and state permits.

Utilities

Except for telephone service, make necessary utility and internet connections, maintain utilities and internet connections, pay internet and utility service fees and bills, and handle final disconnection of internet and utilities. Furnish a telephone in each field office and permit the work necessary to install it.

Storage Facility for Test Equipment

Provide a storage facility, separate from the office for storage of test equipment, other than the nuclear gauge. Provide a facility that has at least 64 square feet of floor space, is weatherproof, tightly floored and roofed, and has a tamper resistant key operated lock. Furnish at least two keys to the Engineer.

Miscellaneous Items

The field office shall also include the following:

1. A certification that the office is free of asbestos and other hazardous materials.
2. A broom, dustpan, mop and bucket, and general cleaning supplies.
3. Provide and maintain an all-weather parking area for six vehicles, including graveled access to the paved surface.

Measurement and Payment

Payment at the contract lump sum bid price for *Field Office* will be full compensation for all work covered by this provision including but not limited to furnishing, erecting, equipping, maintaining, and removing the field office as outlined in this provision.

Installation and service fees for the telephone will be paid for by the Department.

Payment will be made under:

Pay Item
Field Office

Pay Unit
Lump Sum

EXPLORATORY EXCAVATION:

12-15-09

SPI 8-23

Description

This work consists of performing exploratory excavation to locate existing underground utilities and storm drain systems as directed by the Engineer. This work will allow minor adjustments to be made prior to the installation of proposed storm drain systems and other items of work to alleviate conflicts.

Construction Methods

Exploratory Excavation – Standard shall consist of removing asphalt, concrete, and earth material by use of standard construction equipment, materials, and laborers to locate accurately any existing underground utilities and storm drain systems. All excavations shall be backfilled with suitable material of the same type excavated. Use available unclassified excavation before using borrow excavation.

Exploratory Excavation – Vacuum shall consist of removing asphalt, concrete, and earth material by using a vacuum truck and any necessary laborers or contractor representatives to locate accurately any existing underground utilities and storm drain systems. All excavations shall be backfilled with suitable material of the same type excavated. Use available unclassified excavation before using borrow excavation.

Measurement and Payment

Exploratory Excavation – Standard and *Exploratory Excavation – Vacuum* will be measured and paid for at the contract unit price per hour. Such prices and payment shall be full compensation for satisfactorily excavating and removing existing material, backfilling with suitable previously excavated earth material and any necessary traffic control. Compensation for any additional earth material needed for backfill will be provided under the contract line items for grading (use unclassified excavation or borrow contained in grading pay item), with available grading (use unclassified excavation contained in grading pay item) being utilized before borrow (use borrow contained in grading pay item). Any pavement that is removed shall be paved back with an approved mix type being used on the project and payment will be made at the appropriate line item unit price established in the contract.

The Contractor at no cost to the Department will correct any damage to existing underground or above ground structures, storm drain facilities, or utilities due to the negligence of the Contractor.

Payment will be made under:

Pay Item	Pay Unit
Exploratory Excavation – Standard	Hour
Exploratory Excavation – Vacuum	Hour

BURNING RESTRICTIONS:

(7-1-95)

200, 210, 215

SP2 R05

Open burning is not permitted on any portion of the right-of-way limits established for this project. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

RAILROAD TRACK TO BE REMOVED:

Description

Carefully dismantle, remove, and dispose of existing railroad track and all components at locations indicated in the plans.

Measurement and Payment

The quantity of railroad track to be removed and disposed of will be paid for at the contract unit price per linear foot for "Railroad Track to be Removed" which price will be full compensation for all labor, materials, equipment, tools, and any incidentals per this special provision section.

Payment will be made under:

Pay Item

Railroad Track to be Removed

Pay Unit

Linear Foot

ROOT PRUNING:

DESCRIPTION

Root pruning as specified herein shall be performed at the locations designated on the plans and in accordance with the details shown in the plans.

All tree pruning, including Root Pruning, shall be in accordance with ANSI A300, Best Management Practices Tree Pruning, Second Edition.

PROJECT CONDITIONS

The project corridor includes several existing mature trees which are critical to preserve. The contractor will be held responsible for the overall health of these trees and any damage incurred during the project construction.

Contractor shall mark limits of work and contact utility location services to avoid damaging any existing utility infrastructure. The contractor shall notify in writing the City and Project Landscape Architect of any conflicts or other site constraints discovered with recommended solutions provided for approval.

MATERIALS AND PERFORMANCE

Root Pruning shall be conducted in conjunction with installation of tree protection fencing to insure proper clearances for root pruning equipment. Root pruning trench shall not exceed 6” in width and 36” in depth.

SUBMITTALS

The contractor shall provide product data sheets for Root Pruning and Fertilization for Preserved Trees for review and approval by the Engineer. The contractor shall make such submittals within 60 days from receiving a Notice to Proceed.

OPERATION

Mark areas to be root pruned, and obtain approval before beginning Operations. Equipment. Use a vibratory knife or other equipment and tools that conform to accepted arboricultural practices.

Notice. Notify the Engineer at least 10 days before beginning Operations.

Operations. Meet ANSI A300 standards for Tree Care Operations. Cleanly cut tree roots along the approved line to a depth of 36 in., or to the depth specified in the project plans or details, and immediately backfill trenches with excavated soil.

Cleanup and Restoration. Avoid damage to existing structures, plants, and turfgrass. Keep turfgrass areas, paved surfaces and sidewalks clean. Promptly remove, disperse, or dispose of wood debris and other waste materials as directed. Restore areas of root pruning, ruts and damaged turfgrass areas by seeding in conformance with project specifications.

Damage Repair. Do not injure vegetation to be preserved. Repair injuries to bark, trunks, or limbs by cutting, smoothing, and tracing the bark in accordance with ANSI A300 Standards for Tree Care Operations

QUALITY ASSURANCE

The Contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified. All work specified herein this Section shall be overseen by an ISA certified arborist in the State of North Carolina.

MEASUREMENT AND PAYMENT

The quantity of these items as described in this special provision section will be paid for at the contract unit price per Linear Foot, completed, and accepted, which price will be full compensation for all labor, materials, equipment, tools, and any incidentals per this special provision section.

Payment will be made under:

Root PruningLinear Foot

LUMP SUM GRADING:

(8-17-10)

226

SP2 R16

Lump sum grading shall be performed in accordance with Section 226 Comprehensive Grading of the *2018 Standard Specifications* except as follows:

Delete all references to: Section 250, Removal of Existing Concrete Pavement.

SHOULDER AND FILL SLOPE MATERIAL:

(5-21-02)

235, 560

SP2 R45 A

Description

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 560 and Section 235 of the *2018 Standard Specifications*.

Measurement and Payment

Where the material has been obtained from an authorized stockpile or from a borrow source and *Borrow Excavation* is not included in the contract, no direct payment will be made for this work, as the cost of this work will be part of the work being paid at the contract lump sum price for *Grading*. If *Borrow Excavation* is included in this contract and the material has been obtained from an authorized stockpile or from a borrow source, measurement and payment will be as provided in Section 230 of the *2018 Standard Specifications* for *Borrow Excavation*.

FLOWABLE FILL:

(9-17-02) (Rev 1-17-12)

300, 340, 1000, 1530, 1540, 1550

SP3 R30

Description

This work consists of all work necessary to place flowable fill in accordance with these provisions, the plans, and as directed.

Materials

Refer to Division 10 of the *2018 Standard Specifications*.

Item

Flowable Fill

Section

1000-6

Construction Methods

Discharge flowable fill material directly from the truck into the space to be filled, or by other approved methods. The mix may be placed full depth or in lifts as site conditions dictate. The Contractor shall provide a method to plug the ends of the existing pipe in order to contain the flowable fill.

Measurement and Payment

At locations where flowable fill is called for on the plans and a pay item for flowable fill is included

in the contract, *Flowable Fill* will be measured in cubic yards and paid as the actual number of cubic yards that have been satisfactorily placed and accepted. Such price and payment will be full compensation for all work covered by this provision including, but not limited to, the mix design, furnishing, hauling, placing and containing the flowable fill.

Payment will be made under:

Pay Item	Pay Unit
Flowable Fill	Cubic Yard

POLYPROPYLENE CULVERT PIPE:

(8-20-19)

305,310

SP3 R35

Revise the *2018 Standard Specifications* as follows:

Page 3-5, Article 305-1 DESCRIPTION, lines 12-14, replace with the following:

Where shown in the plans, the Contractor may use reinforced concrete pipe, aluminum alloy pipe, aluminized corrugated steel pipe, HDPE pipe, Polypropylene Pipe, or PVC pipe in accordance with the following requirements.

Page 3-5, Article 305-2 MATERIALS, add the following after line 16:

Item	Section
Polypropylene Pipe	1032-9

Page 3-6, Article 310-2 MATERIALS, add the following after line 9:

Item	Section
Polypropylene Pipe	1032-9

Page 3-6, Article 310-4 SIDE DRAIN PIPE, lines 24-25, replace the first sentence of the second paragraph with the following:

Where shown in the plans, side drain pipe may be Class II reinforced concrete pipe, aluminized corrugated steel pipe, corrugated aluminum alloy pipe, polypropylene pipe, HDPE pipe or PVC pipe.

Page 3-7, Article 310-5 PIPE END SECTIONS, lines 2-4, replace the second sentence with the following:

Both corrugated steel and concrete pipe end sections will work on concrete pipe, corrugated steel pipe, polypropylene pipe, and HDPE smooth lined corrugated plastic pipe.

Page 3-7, Article 310-6 MEASUREMENT AND PAYMENT, add the following after line 14:

Pay Item	Pay Unit
__" Polypropylene Pipe	Linear Foot

Page 10-60, add Article 1032-9:**(A) General**

Use polypropylene pipe from sources participating in the Department's Polypropylene Pipe QA/QC Program. A list of participating sources is available from the Materials and Tests Unit. The Department will remove a manufacturer of polypropylene pipe from this program if the monitoring efforts indicated that non-specification material is being provided or test procedures are not being followed.

Use polypropylene culvert pipe that meets AASHTO M 330 for Type S or Type D, or ASTM F2881 or ASTM F2764 Double or Triple wall; and has been evaluated by NTPEP.

(B) End Treatments, Pipe Tees and Elbows

End treatments, pipe tees and elbows shall meet AASHTO M 330, Section 7.7, or ASTM F2764, Section 6.6.

(C) Marking

Clearly mark each section of pipe, end section, tee and elbow and other accessories according to the Department's Polypropylene Pipe QC/QA Program:

- (1) AASHTO or ASTM Designation
- (2) The date of manufacture
- (3) Name or trademark of the manufacturer

When polypropylene pipe, end sections, tees and elbows have been inspected and accepted a sticker will be applied to the inside of the pipe. Do not use pipe sections, flared end sections, tees or elbows which do not have this seal of approval.

AGGREGATE SUBGRADE:

(5-15-18)

505

SP5 R8

Revise the *2018 Standard Specifications* as follows:

Page 5-8, Article 505-1 DESCRIPTION, lines 4-6, replace the paragraph with the following:

Construct aggregate subgrades in accordance with the contract. Install geotextile for soil stabilization and place Class IV subgrade stabilization at locations shown in the plans and as directed.

Undercut natural soil materials if necessary to construct aggregate subgrades. Define "subbase" as the portion of the roadbed below the Class IV subgrade stabilization. For Type 2 aggregate subgrades, undercut subbases as needed. The types of aggregate subgrade with thickness and compaction requirements for each are as shown below.

Type 1 – A 6 to 24 inch thick aggregate subgrade with Class IV subgrade stabilization compacted to 92% of AASHTO T 180 as modified by the Department or to the highest density that can be

reasonably obtained.

Type 2 – An 8 inch thick aggregate subgrade on a proof rolled subbase with Class IV subgrade stabilization compacted to 97% of AASHTO T 180 as modified by the Department.

Page 5-8, Article 505-3 CONSTRUCTION METHODS, line 12, insert the following after the first sentence of the first paragraph:

For Type 2 aggregate subgrades, proof roll subbases in accordance with Section 260 before installing geotextile for soil stabilization.

Page 5-8, Article 505-3 CONSTRUCTION METHODS, lines 16-17, replace the last sentence of the first paragraph with the following:

Compact ABC as required for the type of aggregate subgrade constructed.

Page 5-8, Article 505-4 MEASUREMENT AND PAYMENT, line 26, insert the following after the last sentence of the first paragraph:

Undercut Excavation of natural soil materials from subbases for Type 2 aggregate subgrades will be measured and paid in accordance with Article 225-7 or 226-3. No measurement will be made for any undercut excavation of fill materials from subbases.

REMOVE AND STOCKPILE EXISTING GRANITE CURB:

DESCRIPTION

Carefully dismantle and remove existing granite curb and all components, at locations indicated in the plans and neatly stockpile it on the right of way, for removal by the City of Greenville.

METHOD OF MEASUREMENT AND PAYMENT

Remove and Stockpile Existing Granite Curb will be measured and paid for will be the actual number of linear feet of granite curb that has been satisfactorily removed and stockpiled. Measurement will be made prior to removing the granite curb. Such price and payment will be full compensation for dismantling, removing, stockpiling, and all other incidentals necessary to complete the work.

Payment will be made under:

Remove and Stockpile Existing Granite CurbLinear Foot

PRICE ADJUSTMENT - ASPHALT BINDER FOR PLANT MIX:

(11-21-00)

620

SP6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the *2018 Standard Specifications*.

The base price index for asphalt binder for plant mix is **\$ 540.45** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **February 1, 2022**.

MILLING ASPHALT PAVEMENT:

(1-15-19)

607

SP6 R59

Revise the *2018 Standard Specifications* as follows:

Page 6-5, Article 607-2, EQUIPMENT, lines 14-16, delete the seventh sentence of this Article and replace with the following:

Use either a non-contacting laser or sonar type ski system with a minimum of three referencing stations mounted on the milling machine at a length of at least 24 feet.

CONCRETE STEPS:

(11-18-08)

SPI 8-03

Description

Construct reinforced concrete steps in accordance with the contract documents.

Materials

Refer to Division 10:

Item	Section
Portland Cement Concrete, Class B	1000
Curing Agents	1026
Steel Bar Reinforcement	1070-2

Construction Methods

Construct concrete in accordance with Section 825 of the *Standard Specifications*, except as otherwise provided herein. Furnish and place reinforcement, as shown on the plans, in accordance with Section 425 of the *Standard Specifications*. Give formed surfaces of the concrete a rubbed finish. Give unformed surfaces a float finish. Compact backfill to a degree comparable to the adjacent undisturbed material.

Measurement and Payment

Concrete Steps will be measured and paid for in cubic yards computed from the dimensions shown on the plans or established by the Engineer that has been incorporated into the completed and accepted steps. Work includes but is not limited to excavation and backfilling, furnishing and placing concrete, reinforcing steel, and all labor, tools, materials, equipment and incidentals necessary to complete the work.

Payment will be made under:

Pay Item

Concrete Steps

Pay Unit

Cubic Yard

STEEL PIPE HANDRAIL FOR CONCRETE STEPS:

(7-25-07)

SPI 8-05

Description

Furnish and install steel pipe handrail for the concrete steps at the locations shown in the plans, in accordance with the detail in the plans and as directed by the Engineer.

Measurement and Payment

Steel Pipe Handrail for Concrete Steps will be measured and paid for as the actual number of linear feet of steel pipe handrail measured along the top of the handrail to the nearest 0.1 of a foot. Such price and payment shall be full compensation for fabricating, furnishing, installing, painting and all incidentals necessary to satisfactorily install the handrail.

Payment will be made under:

Pay Item

Steel Pipe Handrail for Concrete Steps

Pay Unit

Linear Foot

ASPHALT CONCRETE PLANT MIX PAVEMENTS:

(2-20-18) (Rev.1-15-19)

610, 1012

SP6 R65

Revise the *2018 Standard Specifications* as follows:

Page 6-14, Table 609-3, LIMITS OF PRECISION FOR TEST RESULTS, replace with the following:

Mix Property	Limits of Precision
25.0 mm sieve (Base Mix)	± 10.0%
19.0 mm sieve (Base Mix)	± 10.0%
12.5 mm sieve (Intermediate & Type P-57)	± 6.0%
9.5 mm sieve (Surface Mix)	± 5.0%
4.75 mm sieve (Surface Mix)	± 5.0%
2.36 mm sieve (All Mixes, except S4.75A)	± 5.0%
1.18 mm sieve (S4.75A)	± 5.0%
0.075 mm sieve (All Mixes)	± 2.0%
Asphalt Binder Content	± 0.5%
Maximum Specific Gravity (G_{mm})	± 0.020
Bulk Specific Gravity (G_{mb})	± 0.030
TSR	± 15.0%

QA retest of prepared QC Gyratory Compacted Volumetric Specimens	± 0.015
Retest of QC Core Sample	± 1.2% (% Compaction)
Comparison QA Core Sample	± 2.0% (% Compaction)
QA Verification Core Sample	± 2.0% (% Compaction)
Density Gauge Comparison of QC Test	± 2.0% (% Compaction)
QA Density Gauge Verification Test	± 2.0% (% Compaction)

Page 6-17, Table 610-1, MIXING TEMPERATURE AT THE ASPHALT PLANT, replace with the following:

Binder Grade	JMF Temperature
PG 58-28; PG 64-22	250 - 290°F
PG 76-22	300 - 325°F

Page 6-17, Subarticle 610-3(C), Job Mix Formula (JMF), lines 38-39, delete the fourth paragraph.

Page 6-18, Subarticle 610-3(C), Job Mix Formula (JMF), line 12, replace “SF9.5A” with “S9.5B”.

Page 6-18, Table 610-3, MIX DESIGN CRITERIA, replace with the following:

Mix Type	Design ESALs millions ^A	Binder PG Grade	Compaction Levels		Max. Rut Depth (mm)	Volumetric Properties ^B			
			G _{mm} @			VMA % Min.	VTM %	VFA Min.-Max.	%G _{mm} @ N _{ini}
			N _{ini}	N _{des}					
S4.75A	< 1	64 - 22	6	50	11.5	16.0	4.0 - 6.0	65 - 80	≤ 91.5
S9.5B	0 - 3	64 - 22	6	50	9.5	16.0	3.0 - 5.0	70 - 80	≤ 91.5
S9.5C	3 - 30	64 - 22	7	65	6.5	15.5	3.0 - 5.0	65 - 78	≤ 90.5
S9.5D	> 30	76 - 22	8	100	4.5	15.5	3.0 - 5.0	65 - 78	≤ 90.0
I19.0C	ALL	64 - 22	7	65	-	13.5	3.0 - 5.0	65 - 78	≤ 90.5
B25.0C	ALL	64 - 22	7	65	-	12.5	3.0 - 5.0	65 - 78	≤ 90.5
Design Parameter			Design Criteria						
All Mix Types	Dust to Binder Ratio (P _{0.075} / P _{be})		0.6 - 1.4 ^C						
	Tensile Strength Ratio (TSR) ^D		85% Min. ^E						

A. Based on 20 year design traffic.

B. Volumetric Properties based on specimens compacted to N_{des} as modified by the Department.

C. Dust to Binder Ratio (P_{0.075} / P_{be}) for Type S4.75A is 1.0 - 2.0.

D. NCDOT-T-283 (No Freeze-Thaw cycle required).

E. TSR for Type S4.75A & B25.0C mixes is 80% minimum.

Page 6-19, Table 610-5, BINDER GRADE REQUIREMENTS (BASED ON RBR%), replace with the following:

**TABLE 610-5
BINDER GRADE REQUIREMENTS (BASED ON RBR%)**

Mix Type	%RBR \leq 20%	21% \leq %RBR \leq 30%	%RBR \geq 30%
S4.75A, S9.5B, S9.5C, I19.0C, B25.0C	PG 64-22	PG 64-22 ^A	PG-58-28
S9.5D, OGFC	PG 76-22 ^B	n/a	n/a

A. If the mix contains any amount of RAS, the virgin binder shall be PG 58-28.

B. Maximum Recycled Binder Replacement (%RBR) is 18% for mixes using PG 76-22 binder.

Page 6-20, Table 610-6, PLACEMENT TEMPERATURES FOR ASPHALT, replace with the following:

TABLE 610-6 PLACEMENT TEMPERATURES FOR ASPHALT	
Asphalt Concrete Mix Type	Minimum Surface and Air Temperature
B25.0C	35°F
I19.0C	35°F
S4.75A, S9.5B, S9.5C	40°F ^A
S9.5D	50°F

A. For the final layer of surface mixes containing recycled asphalt shingles (RAS), the minimum surface and air temperature shall be 50°F.

Page 6-21, Article 610-8, SPREADING AND FINISHING, lines 34-35, delete the second sentence and replace with the following:

Use an MTV for all surface mix regardless of binder grade on Interstate, US Routes, and NC Routes (primary routes) that have 4 or more lanes and median divided.

Page 6-21, Article 610-8, SPREADING AND FINISHING, lines 36-38, delete the fourth sentence and replace with the following:

Use MTV for all ramps, loops, Y-line that have 4 or more lanes and are median divided, full width acceleration lanes, full width deceleration lanes, and full width turn lanes that are greater than 1000 feet in length.

Page 6-23, Table 610-7, DENSITY REQUIREMENTS, replace with the following:

TABLE 610-7 DENSITY REQUIREMENTS	
Mix Type	Minimum % G _{mm} (Maximum Specific Gravity)
S4.75A	85.0 ^A
S9.5B	90.0
S9.5C, S9.5D, I19.0C, B25.0C	92.0

A. Compaction to the above specified density will be required when the S4.75A mix is applied at a rate of 100 lbs/sy or higher.

Page 6-24, Article 610-13, FINAL SURFACE TESTING, lines 35-36, delete the second sentence and replace with the following:

Final surface testing is not required on ramps, loops and turn lanes.

Page 6-26, Subarticle 610-13(A)(1), Acceptance for New Construction, lines 29-30, delete the second sentence and replace with the following:

Areas excluded from testing by the profiler may be tested using a 10-foot straightedge in accordance with Article 610-12.

Page 6-27, Subarticle 610-13(B), Option 2- North Carolina Hearne Straightedge, lines 41-46, delete the eighth and ninth sentence of this paragraph and replace with the following:

Take profiles over the entire length of the final surface travel lane pavement exclusive of structures, approach slabs, paved shoulders, tapers, or other irregular shaped areas of pavement, unless otherwise approved by the Engineer. Test in accordance with this provision all mainline travel lanes, full width acceleration or deceleration lanes and collector lanes.

Page 6-28, Subarticle 610-13(B), Option 2- North Carolina Hearne Straightedge, lines 1-2, delete these two lines.

Page 6-32, Article 610-16 MEASUREMENT AND PAYMENT, replace with the following:

Pay Item	Pay Unit
Asphalt Concrete Base Course, Type B25.0C	Ton
Asphalt Concrete Intermediate Course, Type I19.0C	Ton
Asphalt Concrete Surface Course, Type S4.75A	Ton
Asphalt Concrete Surface Course, Type S9.5B	Ton
Asphalt Concrete Surface Course, Type S9.5C	Ton
Asphalt Concrete Surface Course, Type S9.5D	Ton

Page 10-30, Table 1012-1, AGGREGATE CONSENSUS PROPERTIES, replace with the following:

**TABLE 1012-1
AGGREGATE CONSENSUS PROPERTIES^A**

Mix Type	Coarse Aggregate Angularity^B	Fine Aggregate Angularity % Minimum	Sand Equivalent % Minimum	Flat and Elongated 5 : 1 Ratio % Maximum
<i>Test Method</i>	<i>ASTM D5821</i>	<i>AASHTO T 304</i>	<i>AASHTO T 176</i>	<i>ASTM D4791</i>
S4.75A; S9.5B	75 / -	40	40	-
S9.5C; I19.0C; B25.0C	95 / 90	45	45	10
S9.5D	100 / 100	45	50	10
OGFC	100 / 100	45	45	10
UBWC	100 / 85	45	45	10

A. Requirements apply to the design aggregate blend.

B. 95 / 90 denotes that 95% of the coarse aggregate has one fractured face and 90% has 2 or more fractured faces.

AUTOMATED MACHINE GUIDANCE

(1-2-11)

801

SP8 R01

General

This Special Provision contains requirements to be followed if the Contractor elects to use Global Positioning System (GPS) machine control grading and shall be used in conjunction with Section 801 of the *Standard Specifications*. The use of this technology is referenced as Automated Machine Guidance (AMG).

All equipment using AMG shall be able to generate end results that meet the *Standard Specifications*. Perform test sections for each type of work to be completed with AMG to demonstrate that the system has the capability to achieve acceptable results. If acceptable results cannot be achieved, conform to the requirements for conventional stakeout.

The Contractor shall be responsible for all errors resulting from the use of AMG and shall correct deficiencies to the satisfaction of the Engineer at no cost to the Department.

Submittals

If the Contractor elects to use AMG, a Digital Terrain Model (DTM) of the design surface and all intermediate surfaces shall be developed and submitted to the Engineer for review.

At least 90 days prior to beginning grading operations, the Contractor shall submit to the Engineer an AMG work plan to include, but not limited to, proposed equipment, control software manufacturer and version, types of work to be completed using AMG, project site calibration report, repetitive calibration methods for construction equipment and rover units to be used for the duration of the project, and local GPS base station to be used for broadcasting differential

correction data to rover units (this may include the NC Network RTK). All surveys must be tied to existing project control as established by NCDOT.

Inspection

The Engineer will perform quality assurance checks of all work associated with AMG. If it is determined that work is not being performed in a manner that will assure accurate results, the Engineer may require corrective action at no cost to the Department.

The Contractor shall provide the Engineer with one GPS rover unit for use during the duration of the contract. The rover will be loaded with the same model that is used with the AMG and have the same capability as rover units used by the Contractor. The rover will be kept in the possession of the Engineer and will be returned to the Contractor upon completion of the contract. Any maintenance or repairs required for the rover will be the responsibility of the Contractor. Formal training of at least 8 hours shall be provided to the Engineer by the Contractor on the use of the proposed AMG system.

Subgrade and Base Controls

If the Contractor elects to use AMG for fine grading and placement of base or other roadway materials, the GPS shall be supplemented with a laser or robotic total station. Include details of the proposed system in the AMG work plan. In addition, the following requirements apply for the use of AMG for subgrade and base construction.

Provide control points at intervals along the project not to exceed 1,000 feet. The horizontal position of these points shall be determined by static GPS sessions or by traverse connection from the original base line control points. The elevation of these control points shall be established using differential leveling from project benchmarks, forming closed loops where practical. A copy of all new control point information shall be provided to the Engineer prior to construction activities.

Provide control points and conventional survey grade stakes at 500 foot intervals and at critical points such as, but not limited to, PCs, PTs, superelevation transition points, and other critical points as requested by the Engineer.

Provide hubs at the top of the finished subgrade at all hinge points on the cross section at 500 foot intervals. These hubs shall be established using conventional survey methods for use by the Engineer to check the accuracy of construction.

Measurement and Payment

No direct payment will be made for work required to utilize this provision. All work will be considered incidental to various grading operations.

SUPPLEMENTAL SURVEYING:

(4-20-21)

801

SP8 R03

Revise the *2018 Standard Specifications* as follows:

Page 8-7, Article 801-3 MEASUREMENT AND PAYMENT, lines 10-11, replace with the

following:

Supplemental Surveying Office Calculations will be paid at the stated price of \$85.00 per hour. *Supplemental Field Surveying* will be paid at the stated price of \$145.00 per hour. The

PEDESTRIAN SAFETY RAIL:

(8-28-09)

SPD 8-600

Furnish and install steel pipe handrail at locations as shown in the plans, in accordance with the detail in the plans and as directed by the Engineer.

Measurement and Payment

Pedestrian Safety Rail will be measured and paid as the actual number of linear feet of steel pipe handrail measured along the top of the handrail to the nearest 0.1 of a foot. Such price and payment shall be full compensation for fabricating, furnishing, installing, painting and all incidentals necessary to satisfactorily install the handrail.

Payment will be made under:

Pay Item

Pedestrian Safety Rail

Pay Unit

Linear Foot

RESET EXISTING DOUBLE GATE:

Remove and reset existing double gate to the locations indicated in the plans or where directed.

Construction Methods

Reset the double gate in a condition that is equal to or better than before the double gate is removed. Replace any of the gate components unnecessarily damaged by the Contractor's forces. Fill any void created by gate removal.

If the owner of the gate desires to repair, rebuild or renew any parts of the gate and agrees to furnish the materials without cost to the Contractor, then repair, rebuild, renew and reset such gate using the material furnished by the owner at no additional cost to the owner or the Department.

Measurement and Payment

Reset Existing Double Gate will be measured and paid for as each double gate that has been acceptably reset. Such price includes, but is not limited to, removing, hauling and re-erecting the existing double gate; and furnishing and installing any gate components unnecessarily damaged by the Contractor's forces.

Payment will be made under:

Pay Item

Reset Existing Double Gate

Pay Unit

Each

PORTLAND CEMENT CONCRETE PRODUCTION AND DELIVERY:

(9-15-20)

1000, 1014, 1024

SP10 R01

Revise the 2018 Standard Specifications as follows:

Page 10-6, Table 1000-1, REQUIREMENTS FOR CONCRETE, replace with the following:

Class of Concrete	Min. Compressive Strength at 28 days	Maximum Water-Cement Ratio				Consistency Maximum Slump		Cement Content			
		Air-Entrained Concrete		Non-Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non-Vibrated	
		Rounded Aggregate	Angular Aggregate	Rounded Aggregate	Angular Aggregate			Min.	Max.	Min.	Max.
		Units	psi					inch	inch	lb/cy	lb/cy
AA	4500	0.381	0.426	---	---	3.5 ^A	---	639	715	---	---
AA Slip Form	4500	0.381	0.426	---	---	1.5	---	639	715	---	---
Drilled Pier	4500	---	---	0.450	0.450	---	5 - 7 dry 7 - 9 wet	---	---	640	800
A	3000	0.488	0.532	0.550	0.594	3.5 ^A	4.0	564	---	602	---
B	2500	0.488	0.567	0.559	0.630	1.5 machine placed 2.5 ^A hand placed	4.0	508	---	545	---
Sand Light-weight	4500	---	0.420	---	---	4.0 ^A	---	715	---	---	---
Latex Modified	3000 (at 7 days)	0.400	0.400	---	---	6.0	---	658	---	---	---
Flowable Fill excavatable	150 max. (at 56 days)	as needed	as needed	as needed	as needed	---	Flowable	---	---	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	---	Flowable	---	---	100	as needed
Pavement	4500 Design, field 650 flexural, design only	0.559	0.559	---	---	1.5 slip form 3.0 hand placed	---	526	---	---	---

Precast	See Table 1077-1	as needed	as needed	---	---	6.0	as needed	as needed	as needed	as needed	as needed
Prestressed	per contract	See Table 1078-1	See Table 1078-1	---	---	8.0	---	564	as needed	---	---

- A. The slump may be increased to 6 inches, provided the increase in slump is achieved by adding a chemical admixture conforming to Section 1024-3. In no case shall the water-cement ratio on the approved design be exceeded. Concrete exhibiting segregation and/or excessive bleeding will be rejected. Utilizing an Admixture to modify slump does not relinquish the contractor’s responsibility to ensure the final product quality and overall configuration meets design specifications. Caution should be taken when placing these modified mixes on steep grades to prevent unintended changes to the set slope.

HIGH STRENGTH CONCRETE FOR DRIVEWAYS:

(11-21-00) (Rev. 1-17-12)

848

SP10 R02

Use high early strength concrete for all driveways shown in the plans and as directed by the Engineer. Provide high early strength concrete that meets the requirements of Article 1000-5 of the *2018 Standard Specifications*.

Measurement and payment will be in accordance with Section 848 of the *2018 Standard Specifications*.

THERMOPLASTIC PAVEMENT MARKING MATERIAL – COLOR TESTING:

3-19-19

1087

SP10 R05

Revise the *2018 Standard Specifications* as follows:

Pages 10-183 and 10-184, Subarticle 1087-7(D)(1)(b) Yellow, lines 9-11, delete and replace with the following:

Obtain Color Values Y,x,y per ASTM E1349 using C/2° illuminant/observer. Results shall be Y ≥ 45%, and x,y shall fall within PR#1 chart chromaticity limits.

MATERIALS FOR PORTLAND CEMENT CONCRETE:

(9-15-20)

1000, 1024

SP10 R24

Revise the *2018 Standard Specifications* as follows:

Page 10-52, Article 1024-4, WATER, lines 3-6, delete and replace with the following:

Test water from wells at all locations. Test public water supplies from all out of state locations and in the following counties: Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Craven, Currituck, Dare, Gates, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell and Washington unless the Engineer waives the testing requirements.

Page 10-52, Table 1024-2, PHYSICAL PROPERTIES OF WATER, replace with the following:

Property	Requirement	Test Method
Compression Strength, minimum percent of control at 3 and 7 days	90%	ASTM C1602
Time of set, deviation from control	From 1:00 hr. earlier to 1:30 hr. later	ASTM C1602
pH	4.5 to 8.5	ASTM D1293 *
Chloride Ion Content, Max.	250 ppm	ASTM D512 *
Total Solids Content (Residue), Max.	1,000 ppm	SM 2540B *
Resistivity, Min.	0.500 kohm-cm	ASTM D1125 *

*Denotes an alternate method is acceptable. Test method used shall be referenced in the test report.

MATERIAL AND EQUIPMENT STORAGE & PARKING OF PERSONAL VEHICLES:

11-17-21

1101

SP11 R03

Revise the *2018 Standard Specifications* as follows:

Page 11-2, Article 1101-8 MATERIAL AND EQUIPMENT STORAGE, line 35-38, delete and replace with the following:

When work is not in progress, keep all personnel, equipment, machinery, tools, construction debris, materials and supplies away from active travel lanes that meets Table 1101-1.

TABLE 1101-1 MATERIAL AND EQUIPMENT STORAGE FROM ACTIVE TRAVEL LANES	
Posted Speed Limit (mph)	Distance (ft)
40 or less	≥ 18
45-50	≥ 28
55	≥ 32
60 or higher	≥ 40

When vehicles, equipment and materials are protected by concrete barrier or guardrail, they shall be offset at least 5 feet from the barrier or guardrail.

Page 11-2, Article 1101-9 PARKING OF PERSONAL VEHICLES, line 40-41, delete and replace with the following:

Provide staging areas for personal vehicle parking in accordance with section 1101-8 or as directed by the Engineer before use.

WORK ZONE INSTALLER:

(7-20-21)

1101, 1150

SP11 R04

Provide the service of at least one qualified work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way. The qualified work zone installer shall serve as crew leader and shall be on site and directing the installation and removal of temporary traffic control. If multiple temporary traffic control installations or removals are occurring simultaneously, then each shall have a qualified work zone installer.

The work zone installer shall be qualified by an NCDOT approved training agency in the safe and competent set up of temporary traffic control. For a complete listing of approved training agencies, see the Work Zone Safety Training webpage.

A work zone supervisor, in accordance with Article 1101-13 of the *Standard Specifications*, may fulfill the role of the work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way provided they are on site and directing the installation and removal of temporary traffic control.

All other individuals participating in the setup, installation, and removal of temporary traffic control within the highway right of way shall be certified as a qualified flagger in accordance with Article 1150-3 of the *Standard Specifications*, even if flagging is not being performed as part of the traffic control.

Provide the name and contact information of all qualified work zone installers to the Engineer prior to or at the preconstruction conference. Additionally, provide a qualification statement that all other individuals participating in the setup, installation, and removal of temporary traffic control are qualified flaggers that have been properly trained through an NCDOT approved training agency.

EXTRUDED THERMOPLASTIC PAVEMENT MARKING THICKNESS:

3-19-19

1205

SP12 R05

Revise the *2018 Standard Specifications* as follows:

Page 12-6, Subarticle 1205-4(A)(1) General, lines 5-8, delete the second sentence and replace with the following:

Use application equipment that provides multiple width settings ranging from 4 inches to 12 inches and multiple thickness settings to achieve a minimum pavement marking thickness of 0.090 inch above the surface of the pavement.

Page 12-7, Table 1205-3, THICKNESS REQUIREMENTS FOR THERMOPLASTIC, replace with the following:

TABLE 1205-3 MINIMUM THICKNESS REQUIREMENTS FOR THERMOPLASTIC	
Thickness	Location
240 mils	In-lane and shoulder-transverse pavement markings (rumble strips). May be placed in 2 passes.
90 mils	Center lines, skip lines, transverse bands, mini-skip lines, characters, bike lane symbols, crosswalk lines, edge lines, gore lines, diagonals, and arrow symbols

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(D) of the *2018 Standard Specifications*.

STANDARD SPECIAL PROVISION
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11)

Z-3

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sicklepod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

The specifications for restricted noxious weed seed refers to the number per pound as follows:

<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. Of Seed</u>	<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. of Seed</u>
Blessed Thistle	4 seeds	Cornflower (Ragged Robin)	27 seeds
Cocklebur	4 seeds	Texas Panicum	27 seeds
Spurred Anoda	4 seeds	Bracted Plantain	54 seeds
Velvetleaf	4 seeds	Buckhorn Plantain	54 seeds
Morning-glory	8 seeds	Broadleaf Dock	54 seeds
Corn Cockle	10 seeds	Curly Dock	54 seeds
Wild Radish	12 seeds	Dodder	54 seeds
Purple Nutsedge	27 seeds	Giant Foxtail	54 seeds
Yellow Nutsedge	27 seeds	Horsenettle	54 seeds
Canada Thistle	27 seeds	Quackgrass	54 seeds
Field Bindweed	27 seeds	Wild Mustard	54 seeds
Hedge Bindweed	27 seeds		

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall

not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza
Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)	Bermudagrass
Kobe Lespedeza	Browntop Millet
Korean Lespedeza	German Millet – Strain R
Weeping Lovegrass	Clover – Red/White/Crimson
Carpetgrass	

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)
Kentucky Bluegrass (all approved varieties)
Hard Fescue (all approved varieties)
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Centipedegrass	Japanese Millet
Crownvetch	Reed Canary Grass
Pensacola Bahiagrass	Zoysia
Creeping Red Fescue	

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

Barnyard Grass
Big Bluestem
Little Bluestem
Bristly Locust
Birdsfoot Trefoil
Indiangrass
Orchardgrass
Switchgrass
Yellow Blossom Sweet Clover

STANDARD SPECIAL PROVISION**ERRATA**

(10-16-18) (Rev.1-18-22)

Z-4

Revise the *2018 Standard Specifications* as follows:

Division 6

Page 6-7, Article 609-1 DESCRIPTION, line 29, replace article number “609-10” with “609-9”.

Division 7

Page 7-27, Article 725-1 MEASUREMENT AND PAYMENT, line 4, replace article number “725-1” with “724-4”.

Page 7-28, Article 725-1 MEASUREMENT AND PAYMENT, line 10, replace article number “725-1” with “725-3”.

Division 10

Page 10-78, Article 1056-4 GEOTEXTILES, TABLE 1056-1, Permittivity, Type 2, replace “Table 6^D” with “Table 7^D” and **Permittivity, Type 3^B**, replace “Table 7^D” with “Table 8^D”.

Page 10-121, Article 1076-7, REPAIR OF GALVANIZING, line 8, replace article number “1080-9” with “1080-7”.

Page 10-162, Article 1080-50 PAINT FOR VERTICAL MARKERS, line 1, replace article number “1080-50” with “1080-10”.

Page 10-162, Article 1080-61 EPOXY RESIN FOR REINFORCING STEEL, line 5, replace article number “1080-61” with “1080-11”.

Page 10-162, Article 1080-72 ABRASIVE MATERIALS FOR BLAST CLEANING STEEL, line 22, replace article number “1080-72” with “1080-12”.

Page 10-163, Article 1080-83 FIELD PERFORMANCE AND SERVICES, line 25, replace article number “1080-83” with “1080-13”.

Division 17

Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, lines 42-44, replace the second sentence with the following:

An example is an installation of a single 1.25 inch HDPE conduit would be paid as:

Directional Drill (1)(1.25”) Linear Foot

Page 17-15, Subarticle 1715-3(E) Bore and Jack, line 5, replace article number “1540-4” with “1550-4”.

Page 17-15, Subarticle 1715-3(E) Bore and Jack, lines 10 & 11, replace "*NCDOT Policies and Procedures for Accommodating Utilities on Highway Rights of Way*" with "*NCDOT Utilities Accommodations Manual*".

STANDARD SPECIAL PROVISION**PLANT AND PEST QUARANTINES****(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, Guava Root Knot Nematode, And Other Noxious Weeds)**

(3-18-03) (Rev. 5-21-19)

Z-04a

Within Quarantined Area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a Quarantined County

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <https://www.ncagr.gov/plantindustry/Plant/quaran/table2.htm> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed, emerald ash borer, guava root knot nematode, or other noxious weeds.

STANDARD SPECIAL PROVISION**TITLE VI AND NONDISCRIMINATION:**

(6-28-77)(Rev 6/19/2018)

Z-6

Revise the *2018 Standard Specifications* as follows:

Replace Article 103-4(B) with the following:

The North Carolina Department of Transportation is committed to carrying out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts.

The provisions of this section related to United States Department of Transportation (US DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21, 23 United States Code (U.S.C.) 140 and 23 CFR part 200 (or 49 CFR 303, 49 U.S.C. 5332 or 49 U.S.C. 47123) are applicable to all North Carolina Department of Transportation (NCDOT) contracts and to all related subcontracts, material supply, engineering, architectural and other service contracts, regardless of dollar amount. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

(1) **Title VI Assurances (USDOT Order 1050.2A, Appendix A)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(a) Compliance with Regulations

The contractor (hereinafter includes consultants) shall comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(d) Information and Reports

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts,

Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it and/or the FHWA may determine to be appropriate, including, but not limited to:

- (i) Withholding payments to the contractor under the contract until the contractor complies; and/or
- (ii) Cancelling, terminating, or suspending a contract, in whole or in part.

(f) Incorporation of Provisions

The contractor shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(2) **Title VI Nondiscrimination Program (23 CFR 200.5(p))**

The North Carolina Department of Transportation (NCDOT) has assured the USDOT that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, sex, age, or disability (including religion/creed or income-level, where applicable), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

(a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:

1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

“The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§

2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award.”

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
 5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
 6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT’s External Discrimination Complaints Process.
1. Applicability
Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.
 2. Eligibility
Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.
 3. Time Limits and Filing Options
Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
 - (i) The date of the alleged act of discrimination; or
 - (ii) The date when the person(s) became aware of the alleged discrimination; or
 - (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.Title VI and related discrimination complaints may be submitted to the following entities:

- North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
 - Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
 - US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
4. Format for Complaints
Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
5. Discrimination Complaint Form
Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.
6. Complaint Basis
Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). "Basis" refers to the complainant's membership in a protected group category.

**TABLE 103-1
COMPLAINT BASIS**

Protected Categories	Definition	Examples	Applicable Nondiscrimination Authorities
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. (<i>Executive Order 13166</i>)
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin (<i>Limited English Proficiency</i>)	Place of birth. Citizenship is not a factor. (<i>Discrimination based on language or a person's accent is also covered</i>)	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. <i>Note: Sex under this program does not include sexual orientation.</i>	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990

<p>Religion (in the context of employment) <i>(Religion/ Creed in all aspects of any aviation or transit-related construction)</i></p>	<p>An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. Note: Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.</p>	<p>Muslim, Christian, Sikh, Hindu, etc.</p>	<p>Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. (49 U.S.C. 5332(b); 49 U.S.C. 47123)</p>
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(3) Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with

- disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
 - (m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).
- (4) **Additional Title VI Assurances**

***The following Title VI Assurances (Appendices B, C and D) shall apply, as applicable*

- (a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)
The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the North Carolina Department of Transportation (NCDOT) will accept title to the lands and maintain the project constructed thereon in accordance with the North Carolina General Assembly, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the NCDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the North Carolina Department of Transportation (NCDOT) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the NCDOT, its successors and assigns.

The NCDOT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the NCDOT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

(b) Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program (1050.2A, Appendix C)

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(a):

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - (i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

(c) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(b):

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

STANDARD SPECIAL PROVISION**MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS**

Z-7

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (*EXECUTIVE NUMBER 11246*)

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, see as shown on the attached sheet entitled "Employment Goals for Minority and Female participation".

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in *41 CFR Part 60-4* shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in *41 CFR 60-4.3(a)*, and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive Order and the regulations in *41 CFR Part 60-4*. Compliance with the goals will be measured against the total work hours performed.

2. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the cover sheet of the proposal form and contract.

**EMPLOYMENT GOALS FOR MINORITY
AND FEMALE PARTICIPATION**

Economic Areas

Area 023 29.7%

Bertie County
Camden County
Chowan County
Gates County
Hertford County
Pasquotank County
Perquimans County

Area 024 31.7%

Beaufort County
Carteret County
Craven County
Dare County
Edgecombe County
Green County
Halifax County
Hyde County
Jones County
Lenoir County
Martin County
Nash County
Northampton County
Pamlico County
Pitt County
Tyrrell County
Washington County
Wayne County
Wilson County

Area 025 23.5%

Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%

Bladen County
Hoke County
Richmond County
Robeson County
Sampson County
Scotland County

Area 027 24.7%

Chatham County
Franklin County
Granville County
Harnett County
Johnston County
Lee County
Person County
Vance County
Warren County

Area 028 15.5%

Alleghany County
Ashe County
Caswell County
Davie County
Montgomery County
Moore County
Rockingham County
Surry County
Watauga County
Wilkes County

Area 029 15.7%

Alexander County
Anson County
Burke County
Cabarrus County
Caldwell County
Catawba County
Cleveland County
Iredell County
Lincoln County
Polk County
Rowan County
Rutherford County
Stanly County

Area 0480 8.5%

Buncombe County
Madison County

Area 030 6.3%

Avery County
Cherokee County
Clay County
Graham County
Haywood County
Henderson County
Jackson County
McDowell County
Macon County
Mitchell County
Swain County
Transylvania County
Yancey County

SMSA Areas

Area 5720 26.6%

Currituck County

Area 9200 20.7%

Brunswick County

New Hanover County

Area 2560 24.2%

Cumberland County

Area 6640 22.8%

Durham County

Orange County

Wake County

Area 1300 16.2%

Alamance County

Area 3120 16.4%

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

Area 1520 18.3%

Gaston County

Mecklenburg County

Union County

Goals for Female

Participation in Each Trade

(Statewide) 6.9%

STANDARD SPECIAL PROVISION**REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS**

FHWA - 1273 Electronic Version - May 1, 2012

Z-8

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).
The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.
Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.
Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).
2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
 - b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
 - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.
6. **Training and Promotion:**
 - a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
 - a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
 - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
 - The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. **Assurance Required by 49 CFR 26.13(b):**
- The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
 - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- The records kept by the contractor shall document the following:
 - The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
 - The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

- All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. **Withholding.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 3. **Payrolls and basic records**
 - a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.
 - (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
4. **Apprentices and trainees**
- a. Apprentices (programs of the USDOL). Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
- Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- b. Trainees (programs of the USDOL). Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.
- The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.
- Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. **Contract termination:** debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees

from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of

Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

STANDARD SPECIAL PROVISION**ON-THE-JOB TRAINING**

(10-16-07) (Rev. 4-21-15)

Z-10

Description

The North Carolina Department of Transportation will administer a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternate OJT Program. All contractors (existing and newcomers) will be automatically placed in the Alternate Program. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level. Instead, these requirements will be applicable on an annual basis for each contractor administered by the OJT Program Manager.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this provision and the On-the-Job Training Program Manual.

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Assigning Training Goals

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year.\

Training Classifications

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions. Preference shall be given to providing training in the following skilled work classifications:

Equipment Operators	Office Engineers
Truck Drivers	Estimators
Carpenters	Iron / Reinforcing Steel Workers
Concrete Finishers	Mechanics
Pipe Layers	Welders

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this provision is made applicable to the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

Records and Reports

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

Trainee Interviews

All trainees enrolled in the program will receive an initial and Trainee/Post graduate interview conducted by the OJT program staff.

Trainee Wages

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

60 percent	of the journeyman wage for the first half of the training period
75 percent	of the journeyman wage for the third quarter of the training period
90 percent	of the journeyman wage for the last quarter of the training period

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NC Department of Labor (NCDOL) and the Department.

Achieving or Failing to Meet Training Goals

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

Measurement and Payment

No compensation will be made for providing required training in accordance with these contract documents.

STANDARD SPECIAL PROVISION
MINIMUM WAGES
GENERAL DECISION NC20220090 01/07/2022 NC90

Z-090

Date: January 7, 2022

General Decision Number: NC20220090 01/07/2022 NC90

Superseded General Decision Numbers: NC20210090

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Brunswick	Greene	Onslow
Cumberland	Hoke	Pender
Currituck	Johnston	Pitt
Edgecombe	Nash	Wake
Franklin	New Hanover	Wayne

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number

0

Publication Date

01/07/2022

SUNC2014-005 11/17/2014

	Rates	Fringes
BLASTER	21.04	
CARPENTER	13.72	
CEMENT MASON/CONCRETE FINISHER	14.48	
ELECTRICIAN		
Electrician	17.97	
Telecommunications Technician	16.79	.63
IRONWORKER	16.02	
LABORER		
Asphalt Raker and Spreader	12.46	
Asphalt Screed/Jackman	14.33	
Carpenter Tender	12.88	
Cement Mason/Concrete Finisher Tender	12.54	
Common or General	10.20	
Guardrail/Fence Installer	12.87	
Pipelayer	12.17	
Traffic Signal/Lighting Installer	14.89	
PAINTER		
Bridge	24.57	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	11.85	
Bulldozer Fine	17.04	
Bulldozer Rough	14.34	
Concrete Grinder/Groover	20.34	2.30
Crane Boom Trucks	20.54	
Crane Other	20.08	
Crane Rough/All-Terrain	20.67	
Drill Operator Rock	14.38	
Drill Operator Structure	21.14	
Excavator Fine	16.60	
Excavator Rough	14.00	
Grader/Blade Fine	18.47	
Grader/Blade Rough	14.62	
Loader 2 Cubic Yards or Less	13.76	
Loader Greater Than 2 Cubic Yards	14.14	
Material Transfer Vehicle (Shuttle Buggy)	15.18	
Mechanic	17.55	
Milling Machine	15.36	
Off-Road Hauler/Water Tanker	11.36	
Oiler/Greaser	13.55	
Pavement Marking Equipment	12.11	
Paver Asphalt	15.59	
Paver Concrete	18.20	
Roller Asphalt Breakdown	12.45	
Roller Asphalt Finish	13.85	
Roller Other	11.36	
Scraper Finish	12.71	
Scraper Rough	11.35	
Slip Form Machine	16.50	

	Rates	Fringes
Tack Truck/Distributor Operator	14.52	
TRUCK DRIVER		
GVWR of 26,000 Lbs or Less	11.12	
GVWR of 26,001 Lbs or Greater	12.37	

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

- 4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

PROJECT SPECIAL PROVISIONS

GEOTECHNICAL

SEGMENTAL GRAVITY RETAINING WALLS (SPECIAL)

GT-1.1 - GT-1.5

MSE RETAINING WALLS - (10/19/2021)

GT-2.1 - GT-2.12

DocuSigned by:
Geotechnical Engineering Unit
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11/18/2021

SEGMENTAL GRAVITY RETAINING WALLS**(SPECIAL)****1.0 GENERAL**

Construct segmental gravity retaining walls consisting of segmental retaining wall (SRW) units supported by aggregate footings. Provide cast-in-place concrete slope protection as required. If the plans do not include Standard Detail No. 453.02 or 453.03, design and construct segmental gravity retaining walls based on actual elevations, wall dimensions and batter in accordance with the contract and accepted submittals. Otherwise, construct segmental gravity retaining walls based on actual elevations, wall dimensions and batter in accordance with the contract, accepted submittals and Standard Detail No. 453.02 or 453.03.

Define "block wall" as a segmental gravity retaining wall and "standard block wall" as a block wall that meets a standard segmental gravity retaining wall drawing (Standard Detail No. 453.02 or 453.03). Define "blocks" as SRW units, "cap blocks" as SRW cap units and "Block Vendor" as the vendor licensing the block producer. Define "slope protection" as cast-in-place concrete slope protection.

2.0 MATERIALS

Refer to the *Standard Specifications*.

Item	Section
Geotextiles, Type 2	1056
Joint Materials	1028
Portland Cement Concrete, Class B	1000
Segmental Retaining Wall Units	1040-4
Select Material	1016
Subsurface Drainage Materials	815-2

Provide Type 2 geotextile for separation geotextiles. Use Class VI select material for No. 57 stone and Class B concrete for slope protection. Provide PVC pipes, fittings, outlet pipes and concrete pads for subsurface drainage materials. For PVC pipes behind block walls, use pipes with perforations that meet AASHTO M 278.

Provide cap blocks that meet the material requirements for blocks. Use blocks from producers approved by the Department and licensed by the Block Vendor. Notify the Engineer of the name and NCDOT ID number of the SRW unit production facility before beginning block production. Unless required otherwise in the plans, provide blocks with a depth (front to back) of at least 12" and cap blocks with a depth of at least 8".

Use approved SRW units for standard block walls. Blocks for standard block walls are approved for either 2 ft or 4 ft maximum design heights with the design height as shown in Standard Detail No. 453.02 or 453.03. The list of approved SRW units with maximum design heights is available from:

connect.ncdot.gov/resources/Geological/Pages/Products.aspx

Do not mix blocks from different Block Vendors on the same block wall. Damaged blocks with excessive discoloration, chips or cracks as determined by the Engineer will be rejected.

Provide adhesives recommended by the Block Vendor. Store adhesives in accordance with the manufacturer's instructions. Load, transport, unload and store block wall materials so materials are kept clean and free of damage.

3.0 PRECONSTRUCTION REQUIREMENTS

A. Block Wall Surveys

The plans typically show a plan view, typical sections, details, notes and an elevation or profile view (wall envelope) for each block wall. Before beginning block wall design or construction, survey existing ground elevations along wall face locations and other elevations in the vicinity of block wall locations as needed. For proposed slopes above or below block walls, survey existing ground elevations to at least 10 ft beyond slope stake points. Based on these elevations, finished grades and actual block wall dimensions, details and batter, submit wall envelopes for acceptance. Use accepted wall envelopes for design, if required, and construction.

B. Block Wall Designs

If the plans do not include Standard Detail No. 453.02 or 453.03, submit 11 copies of working drawings and 3 copies of design calculations and a PDF copy of each for block wall designs at least 30 days before starting block wall construction. Do not begin block wall construction until a design submittal is accepted.

Design block walls in accordance with the plans and Article 11.11 of the *AASHTO LRFD Bridge Design Specifications* unless otherwise required. Neglect material above top of footing for stability computations. Design block walls for the wall batter required by the Block Vendor and clearances shown in the plans. Do not locate blocks or footings outside right-of-way or easement limits.

Use No. 57 stone for aggregate footings beneath blocks. Use 10" thick footings that are continuous at steps and extend at least 6" in front of and at least 9" behind bottom row of blocks. Unless required otherwise in the plans, embed bottom of footings at least 12" below bottom of walls shown in the plans. When noted in the plans, locate a 4" diameter continuous perforated PVC drain pipe in the No. 57 stone in back of footings.

Fill block core spaces with No. 57 stone and between and behind blocks with No. 57 stone for a horizontal distance of at least 12" so stone is continuous in all directions. Assume a unit weight of 100 lb/cf for No. 57 stone. Separation geotextiles are required between No. 57 stone and backfill or natural ground and between stone and overlying fill or pavement section except when concrete pavement, full depth asphalt or cement treated base is placed directly on stone.

Use cap blocks at top of walls. Step top of walls as shown in the plans and double

stack cap blocks at steps so cap blocks are continuous at steps. Extend top of walls 4" to 12" above where finished grade intersects back of blocks or cap blocks. When single faced precast concrete barrier is required in front of and against block walls, fill voids between barrier and wall faces with Class V select material.

Submit working drawings and design calculations for acceptance in accordance with Article 105-2 of the *Standard Specifications*. Submit working drawings showing plan views, wall profiles with required resistances, typical sections, No. 57 stone and geotextile locations and details of footings, blocks, cap blocks, etc. If necessary, include details on working drawings for slope protection and obstructions extending through walls or interfering with footings. Submit design calculations for each wall section with different geometry or material parameters. When designing block walls with computer software, a hand calculation is required for the tallest wall section. Provide block wall designs sealed by an engineer licensed in the state of North Carolina.

4.0 CONSTRUCTION METHODS

Control drainage during construction in the vicinity of block walls. Direct run off away from block walls, No. 57 stone and backfill. Contain and maintain stone and backfill and protect material from erosion.

Excavate as necessary for block walls in accordance with the plans and accepted submittals. If applicable and at the Contractor's option, use temporary shoring for wall construction instead of temporary slopes to construct segmental gravity retaining walls. Define "temporary shoring for wall construction" as temporary shoring not shown in the plans or required by the Engineer including shoring for OSHA reasons or the Contractor's convenience. Notify the Engineer when foundation excavation is complete. Do not place No. 57 stone for footings until excavation dimensions and foundation material are approved.

Construct aggregate footings at elevations and with dimensions shown in the plans and accepted submittals. If a drain is required, install wall drainage systems consisting of drains and outlet components as shown in the plans and accepted submittals and in accordance with Section 815 of the *Standard Specifications*. Compact No. 57 stone for footings with a vibratory compactor to the satisfaction of the Engineer.

Stack blocks with no negative wall batter (wall face leaning forward) so the final wall position is as shown in the plans and accepted submittals. Place blocks with a maximum vertical joint width of 3/8". Stagger blocks to create a running bond by centering blocks over joints in the row below as shown in the plans and accepted submittals. Construct block walls with the following tolerances:

- A. Blocks are level from front to back and between blocks when checked with a 4 ft long level,
- B. Final wall face is within 2" of horizontal and vertical alignment shown in the plans and accepted submittals, and

C. Wall batter is within 2° of batter required by the Block Vendor.

Overlap adjacent separation geotextiles at least 18" at seams and hold geotextiles in place with wire staples or anchor pins as needed. Place No. 57 stone between and behind blocks in 8" to 10" thick lifts. Compact stone with hand operated compaction equipment to the satisfaction of the Engineer. Backfill for block walls behind No. 57 stone in accordance with Article 410-8 of the *Standard Specifications*.

Set cap blocks with a 1/2" to 1-1/2" overhang as shown in the plans and accepted submittals. Place cap blocks using adhesive in accordance with the manufacturer's instructions. Do not place cap blocks if surfaces caps will be attached to are wet or frozen or the air temperature measured at the wall location in the shade away from artificial heat is below 40°F. Before applying adhesive, clean surfaces cap blocks will adhere to and ensure surfaces are dry and free of oil, grease, dust and debris.

Pave slopes above and behind block walls with slope protection as shown in the plans and accepted submittals and in accordance with Article 462-3 of the *Standard Specifications*. Construct slope protection joints at a spacing of 10 ft. Make 1/2" thick expansion joints that meet Article 420-10 of the *Standard Specifications* for every third joint and 1/2" deep grooved contraction joints that meet Subarticle 825-10(B) for the remaining joints.

5.0 MEASUREMENT AND PAYMENT

Segmental Gravity Retaining Walls will be measured and paid in square feet. Block walls will be measured as the square feet of wall face area with the pay height equal to the difference between top of wall and top of footing elevations. Define "top of wall" as top of cap blocks.

The contract unit price for *Segmental Gravity Retaining Walls* will be full compensation for providing designs, if required, submittals, labor, tools, equipment and block wall materials, excavating, backfilling, hauling and removing excavated materials and supplying footings, blocks, select material, wall drainage systems, geotextiles, cap blocks, slope protection and any incidentals necessary to construct block walls.

No separate payment will be made for temporary shoring for wall construction. Temporary shoring for wall construction will be incidental to the contract unit price for *Segmental Gravity Retaining Walls*.

The contract unit price for *Segmental Gravity Retaining Walls* does not include the cost for ditches, fences, handrails, barrier or guardrail associated with block walls as these items will be paid for elsewhere in the contract.

Where it is necessary to provide backfill material behind No. 57 stone from sources other than excavated areas or borrow sources used in connection with other work in the contract, payment for furnishing and hauling such backfill material will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*. Placing and compacting such backfill material is not considered extra work but is incidental to the work being performed.

Payment will be made under:

Pay Item
Segmental Gravity Retaining Walls

Pay Unit
Square Foot



DocuSigned by:
Jinyoung Park
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3/1/2018

MECHANICALLY STABILIZED EARTH RETAINING WALLS**(10-19-21)****1.0 GENERAL**

Construct mechanically stabilized earth (MSE) retaining walls consisting of steel or geosynthetic reinforcement in the reinforced zone connected to vertical facing elements. Use precast concrete panels for vertical facing elements and coarse aggregate in the reinforced zone unless noted otherwise in the plans. Provide reinforced concrete coping and pile sleeves as required. Design and construct MSE retaining walls based on actual elevations and wall dimensions in accordance with the contract and accepted submittals. Use a prequalified MSE Wall Installer to construct MSE retaining walls.

Define MSE wall terms as follows:

Geosynthetic Reinforcement – Polyester Type (PET), HDPE or Polypropylene (PP) geosynthetic grids, i.e., geogrid reinforcement or polymer straps, i.e., geostrip reinforcement,

Geogrid – PET, HDPE or PP geogrid,

Reinforcement – Steel or geosynthetic reinforcement,

Aggregate – Coarse or fine aggregate,

Panel – Precast concrete panel,

Coping – Precast or CIP concrete coping,

Design Height (H) – Wall height + wall embedment as shown in the plans,

MSE Wall – Mechanically stabilized earth retaining wall,

MSE Wall Vendor – Vendor supplying the chosen MSE wall system,

MSE Panel Wall – MSE wall with panels,

MSE Segmental Wall – MSE wall with segmental retaining wall (SRW) units and

Abutment Wall – MSE wall with bridge foundations in any portion of the reinforced zone or an MSE wall connected to an abutment wall (even if bridge foundations only penetrate a small part of the reinforced zone, the entire MSE wall is considered an abutment wall).

For bridge approach fills behind end bents with MSE abutment walls, design reinforcement connected to end bent caps in accordance with the plans and this provision. Construct Type III Reinforced Bridge Approach Fills in accordance with the *Bridge Approach Fills* provision and Roadway Detail Drawing No. 422D10.

Use an approved MSE wall system in accordance with the plans and any NCDOT restrictions or exceptions for the chosen system. Value engineering proposals for other MSE wall systems will not be considered. Do not use MSE wall systems with an “approved for provisional use” status for MSE walls with design heights greater than 35 ft or walls supporting or adjacent to railroads or interstate highways. The list of approved MSE wall systems with approval status is available from:

connect.ncdot.gov/resources/Geological/Pages/Products.aspx

2.0 MATERIALS

Refer to the *Standard Specifications*.

Item

Section

Aggregate	1014
Asphalt Concrete Base Course, Type B25.0C	620
Corrugated Steel Pipe	1032-3
Epoxy, Type 3A	1081
Geosynthetics	1056
Grout, Type 3	1003
Joint Materials	1028
Portland Cement Concrete, Class A	1000
Precast Retaining Wall Coping	1077
Reinforcing Steel	1070
Retaining Wall Panels	1077
Segmental Retaining Wall Units	1040-4
Select Material, Class V	1016
Shoulder Drain Materials	816-2
Steel Pipe	1036-4(A)

Use galvanized corrugated steel pipe with a zinc coating weight of 2 oz/sf (G200) for pile sleeves. Provide Type 2 geotextile for filtration and separation geotextiles. Use Class A concrete for CIP coping, leveling concrete and pads. Use galvanized steel pipe, threaded rods and nuts for the PET geogrid reinforcement vertical obstruction detail. Provide galvanized Grade 36 anchor rods and Grade A hex nuts that meet AASHTO M 314 for threaded rods and nuts.

Use panels and SRW units from producers approved by the Department and licensed by the MSE Wall Vendor. Provide steel strip connectors embedded in panels fabricated from structural steel that meets the requirements for steel strip reinforcement. Unless required otherwise in the contract, produce panels with a smooth flat final finish that meets Article 1077-11 of the *Standard Specifications*. Accurately locate and secure reinforcement connectors in panels and maintain required concrete cover. Produce panels within 1/4" of the panel dimensions shown in the accepted submittals.

Damaged panels or SRW units with excessive discoloration, chips or cracks as determined by the Engineer will be rejected. Do not damage reinforcement connection devices or mechanisms in handling or storing panels and SRW units.

Store steel materials on blocking at least 12" above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Handle and store geosynthetics in accordance with Article 1056-2 of the *Standard Specifications*. Load, transport, unload and store MSE wall materials so materials are kept clean and free of damage. Bent, damaged or defective materials will be rejected.

A. Aggregate

Use standard size No. 57, 57M, 67 or 78M that meets Table 1005-1 of the *Standard Specifications* for coarse aggregate and the following for fine aggregate:

1. Standard size No. 1S, 2S, 2MS or 4S that meets Table 1005-2 of the *Standard*

Specifications or

2. Gradation that meets Class III, Type 3 select material in accordance with Article 1016-3 of the *Standard Specifications*.

Fine aggregate is exempt from mortar strength in Subarticle 1014-1(E) of the *Standard Specifications*. Use fine aggregate with a maximum organic content of 1.0%. Provide aggregate with chemical properties that meet the following requirements:

AGGREGATE pH REQUIREMENTS		
Aggregate Type (in reinforced zone)	Reinforcement or Connector Material	pH
Coarse or Fine	Steel	5 – 10
Coarse or Fine	Geosynthetic	4.5 – 9

AGGREGATE ELECTROCHEMICAL REQUIREMENTS (Steel Reinforcement/Connector Materials Only)			
Aggregate Type (in reinforced zone)	Resistivity	Chlorides	Sulfates
Coarse	$\geq 5,000 \Omega \cdot \text{cm}$	$\leq 100 \text{ ppm}$	$\leq 200 \text{ ppm}$
Fine	$\geq 3,000 \Omega \cdot \text{cm}$		

Use aggregate from sources participating in the Department's Aggregate QC/QA Program as described in Section 1006 of the *Standard Specifications*. Sample and test aggregate in accordance with the *Mechanically Stabilized Earth Wall Aggregate Sampling and Testing Procedures*.

B. Reinforcement

Provide steel or geosynthetic reinforcement supplied by the MSE Wall Vendor or a manufacturer approved or licensed by the vendor. Use reinforcement approved for the chosen MSE wall system. The list of approved reinforcement for each MSE wall system is available from the website shown elsewhere in this provision.

1. Steel Reinforcement

Provide Type 1 material certifications in accordance with Article 106-3 of the *Standard Specifications* for steel reinforcement. Use welded wire grid reinforcement ("mesh", "mats" and "ladders") that meet Article 1070-3 of the *Standard Specifications* and steel strip reinforcement ("straps") that meet ASTM A572, A1011 or A463. Use 10 gauge or heavier structural steel Grade 50 or higher for steel strip reinforcement. Galvanize steel reinforcement in accordance with Section 1076 of the *Standard Specifications* or provide aluminized steel strip reinforcement that meet ASTM A463, Type 2-100.

2. Geosynthetic Reinforcement

Provide Type 1 material certifications and identify geosynthetic reinforcement in accordance with Article 1056-3 of the *Standard Specifications*. Define machine direction (MD) and cross-machine direction (CD) for geogrids per Article 1056-3 of the *Standard Specifications*.

Use HDPE or PP geogrid for geogrid reinforcement cast into backwalls of end bent caps. Use PET or HDPE geogrid for geogrid reinforcement connected directly to SRW units and only HDPE geogrid for geogrid reinforcement cast into panels.

Provide extruded geogrids produced in the United States and manufactured from punched and drawn polypropylene sheets for PP geogrids that meet the following:

PP GEOGRID REQUIREMENTS		
Property	Requirement¹	Test Method
Aperture Dimensions ²	1" x 1.2"	N/A
Minimum Rib Thickness ²	0.07" x 0.07"	N/A
Tensile Strength @ 2% Strain ²	580 lb/ft x 690 lb/ft	ASTM D6637, Method B
Tensile Strength @ 5% Strain ²	1,200 lb/ft x 1,370 lb/ft	
Ultimate Tensile Strength ²	1,850 lb/ft x 2,050 lb/ft	
Junction Efficiency ³ (MD)	93%	ASTM D7737
Flexural Rigidity ⁴	2,000,000 mg-cm	ASTM D7748
Aperture Stability Modulus ⁵	0.55 lb-ft/degrees	ASTM D7864
UV Stability (Retained Strength)	100% (after 500 hr of exposure)	ASTM D4355

- MARV per Article 1056-3 of the *Standard Specifications* except dimensions and thickness are nominal.
- Requirement for MD x CD.
- Junction Efficiency (%) = (Average Junction Strength ($X_{j_{ave}}$) / Ultimate Tensile Strength in the MD from ASTM D6637, Method A) \times 100.
- Test specimens two ribs wide, with transverse ribs cut flush with exterior edges of longitudinal ribs, and sufficiently long to enable measurement of the overhang dimension.
- Applied moment of 17.7 lb-inch (torque increment).

C. Bearing Pads

For MSE panel walls, use preformed ethylene propylene diene monomer rubber bearing pads that meet ASTM D2000 Grade 2, Type A, Class A with a durometer hardness of 60 or 80 \pm 5. Provide bearing pads with thicknesses that meet the following:

BEARING PAD THICKNESS	
Facing Area per Panel (A)	Minimum Pad Thickness After Compression (based on 2 times panel weight above pads)
$A \leq 30$ sf	1/2"
$30 \text{ sf} < A \leq 75$ sf	3/4"

D. Miscellaneous Components

Miscellaneous components may include connectors (e.g., anchors, bars, clamps, pins, plates, ties, etc.), fasteners (e.g., bolts, nuts, washers, etc.) and any other MSE wall components not included above. Use 10 gauge or heavier structural steel Grade 50 or higher for steel strip panel anchors and connectors. Galvanize steel components in accordance with Section 1076 of the *Standard Specifications*. Provide miscellaneous components approved for the chosen MSE wall system. The list of approved miscellaneous components for each MSE wall system is available from the website shown elsewhere in this provision.

3.0 PRECONSTRUCTION REQUIREMENTS

A. MSE Wall Surveys

The Retaining Wall Plans show a plan view, typical sections, details, notes and an elevation or profile view (wall envelope) for each MSE wall. Before beginning MSE wall design, survey existing ground elevations shown in the plans and other elevations in the vicinity of MSE wall locations as needed. For proposed slopes above or below MSE walls, survey existing ground elevations to at least 10 ft beyond slope stake points. Based on these elevations, finished grades and actual MSE wall dimensions and details, submit revised wall envelopes for acceptance. Use accepted wall envelopes for design.

B. MSE Wall Designs

For MSE wall designs, submit PDF files of working drawings and design calculations at least 30 days before the preconstruction meeting. Note name and NCDOT ID number of the panel or SRW unit production facility on working drawings. Do not begin MSE wall construction until a design submittal is accepted.

Use a prequalified MSE Segmental Wall Design Consultant to design MSE segmental walls. Provide MSE segmental wall designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for the MSE Segmental Wall Design Consultant. Provide MSE panel wall designs sealed by a Design Engineer licensed in the state of North Carolina and employed or contracted by the MSE Wall Vendor.

Design MSE walls in accordance with the plans, *AASHTO LRFD Bridge Design Specifications* and any NCDOT restrictions for the chosen MSE wall system unless otherwise required. For abutment walls only, design MSE walls for seismic if wall sites meet either or both of the following:

- Wall site is in seismic zone 2 based on Figure 2-1 of the *Structure Design Manual*,
- Wall site is classified as AASHTO Site Class E, as noted in the plans, and is in or west of Pender, Duplin, Wayne, Johnston, Wake, Durham or Person County.

Connect reinforcement to panels or SRW units with methods or devices approved for the chosen system. Use a uniform reinforcement length throughout the height of the

wall of at least 0.7H or 6 ft, whichever is longer, unless noted otherwise in the plans. Extend the reinforced zone at least 6" beyond end of reinforcement. Do not locate drains, the reinforced zone or leveling pads outside right-of-way or easement limits.

Use the simplified method for determining maximum reinforcement loads and design parameters approved for the chosen MSE wall system or default values in accordance with the AASHTO LRFD specifications. Design steel components including reinforcement and connectors for the design life noted in the plans and aggregate type in the reinforced zone. If an MSE wall system with geosynthetic reinforcement includes any steel parts for obstructions, bin walls, connections or other components, design steel exposed to aggregate for the design life noted in the plans and aggregate type in the reinforced zone. Use "loss of galvanizing" metal loss rates for nonaggressive backfill in accordance with the AASHTO LRFD specifications for galvanized and aluminized steel and metal loss rates for carbon steel in accordance with the following:

CARBON STEEL CORROSION RATES	
Aggregate Type (in reinforced zone)	Carbon Steel Loss Rate (after coating depletion)
Coarse	0.47 mil/year
Fine (except abutment walls)	0.58 mil/year
Fine (abutment walls)	0.70 mil/year

For PET or HDPE geogrid and geostrip reinforcement and geosynthetic connectors, use approved geosynthetic properties for the design life noted in the plans and aggregate type in the reinforced zone. For geogrid reinforcement connected to end bent caps, embed reinforcement or connectors in caps as shown in the plans. For PP geogrid reinforcement connected to end bent caps, use the following design parameters for the aggregate type in the reinforced approach fill.

PP GEOGRID REINFORCEMENT DESIGN PARAMETERS				
Aggregate Type (in reinforced zone)	T_{al} (MD)	F*	α	ρ
Coarse	400 lb/ft	0.70	0.8	32.0°
Fine	428 lb/ft	0.54	0.8	28.35°

Where,

T _{al}	=	long-term design strength (LTDS),
F*	=	pullout resistance factor,
α	=	scale effect correction factor and
ρ	=	soil-geogrid friction angle.

When noted in the plans, design MSE walls for a live load (traffic) surcharge of 250 psf in accordance with Figure C11.5.6-3(b) of the AASHTO LRFD specifications. For steel beam guardrail with 8 ft posts or concrete barrier rail above MSE walls, analyze top 2 reinforcement layers for traffic impact loads in accordance with Section 7.2 of *FHWA Design and Construction of Mechanically Stabilized Earth Walls and*

Reinforced Soil Slopes – Volume I (Publication No. FHWA-NHI-10-024) except use the following for geosynthetic reinforcement rupture:

$$\phi T_{al} R_c \geq T_{max} + (T_I / RF_{CR})$$

Where,

- ϕ = resistance factor for tensile resistance in accordance with Section 7.2.1 of the FHWA MSE wall manual,
- T_{al} = long-term geosynthetic design strength approved for chosen MSE wall system,
- R_c = reinforcement coverage ratio = 1 for continuous geosynthetic reinforcement,
- T_{max} = factored static load in accordance with Section 7.2 of the FHWA MSE wall manual,
- T_I = factored impact load in accordance with Section 7.2 of the FHWA MSE wall manual and
- RF_{CR} = creep reduction factor approved for chosen MSE wall system.

When shown in the plans for abutment walls, use pile sleeves to segregate piles from aggregate in the reinforced zone. If existing or future obstructions such as foundations, guardrail, fence or handrail posts, moment slabs, pavements, pipes, inlets or utilities will interfere with reinforcement, maintain a clearance of at least 3" between obstructions and reinforcement unless otherwise approved. Design reinforcement for obstructions and locate reinforcement layers so all of reinforcement length is within 3" of corresponding connection elevations. Modify PET geogrid reinforcement for obstructions as shown in the plans.

Use 6" thick CIP unreinforced concrete leveling pads beneath panels and SRW units that are continuous at steps and extend at least 6" in front of and behind bottom row of panels or SRW units. Unless required otherwise in the plans, embed top of leveling pads in accordance with the following requirements:

WALL EMBEDMENT REQUIREMENTS		
Front Slope¹ (H:V)	Minimum Embedment Depth² (whichever is greater)	
6:1 or flatter (except abutment walls)	H/20	1 ft for H ≤ 10 ft 2 ft for H > 10 ft
6:1 or flatter (abutment walls)	H/10	2 ft
> 6:1 to < 3:1	H/10	2 ft
3:1 to 2:1	H/7	2 ft

1. Front slope is as shown in the plans.
2. H is the maximum design height per wall.

When noted in the plans, locate a continuous aggregate shoulder drain along the base of the reinforced zone behind the aggregate. Provide wall drainage systems consisting of drains and outlet components in accordance with Roadway Standard Drawing No. 816.02.

For MSE panel walls, cover joints at back of panels with filtration geotextiles at least 12" wide. If the approval of the chosen MSE wall system does not require a minimum number of bearing pads, provide the number of pads in accordance with the following:

NUMBER OF BEARING PADS		
Facing Area per Panel (A)	Maximum Height of Wall Above Horizontal Panel Joint	Minimum Number of Pads per Horizontal Panel Joint
A ≤ 30 sf	25 ft	2
	35 ft ¹	3
30 sf < A ≤ 75 sf	25 ft	3
	35 ft ¹	4

1. Additional bearing pads per horizontal panel joint may be required for wall heights above joints greater than 35 ft.

For MSE segmental walls, coarse aggregate is required in any SRW unit core spaces and between and behind SRW units for a horizontal distance of at least 18".

Separation geotextiles are required between the aggregate and overlying fill sections. When noted in the plans, separation geotextiles are also required at the back of the reinforced zone between the aggregate and backfill or natural ground. When placing pavement sections directly on the reinforced zone, cap aggregate with 4" of asphalt concrete base course. Unless required otherwise in the plans, use reinforced concrete coping at top of walls that meets the following requirements:

1. Coping dimensions as shown in the plans,
2. At the Contractor's option, coping that is precast or CIP concrete for MSE panel walls unless CIP coping is required as shown in the plans,
3. CIP concrete coping for MSE segmental walls and
4. At the Contractor's option and when shown in the plans, CIP concrete coping that extends down back of panels or SRW units or connects to panels or SRW units with dowels.

For MSE segmental walls with dowels, attach dowels to top courses of SRW units in accordance with the following:

1. Set dowels in core spaces of SRW units filled with grout instead of coarse aggregate or
2. Embed adhesively anchored dowels in holes of solid SRW units with epoxy.

For MSE panel walls with coping, connect CIP concrete coping or leveling concrete for precast concrete coping to top row of panels with dowels cast into panels. When concrete barrier rail is required above MSE walls, use concrete barrier rail with moment slab as shown in the plans.

Submit working drawings and design calculations for acceptance in accordance with

Article 105-2 of the *Standard Specifications*. Submit working drawings showing plan views, wall profiles with foundation pressures, typical sections with reinforcement and connection details, aggregate locations and types, geotextile locations and details of leveling pads, panels or SRW units, coping, bin walls, slip joints, pile sleeves, etc. If necessary, include details on working drawings for concrete barrier rail with moment slab, reinforcement splices if allowed for the chosen MSE wall system, reinforcement connected to end bent caps, curved MSE walls with tight (short) radii and obstructions extending through walls or interfering with reinforcement, leveling pads, barriers or moment slabs. Submit design calculations for each wall section with different surcharge loads, geometry or material parameters. At least one analysis is required for each wall section with different reinforcement lengths. When designing MSE walls with computer software other than MSEW, use MSEW manufactured by ADAMA Engineering, Inc. to verify the design. At least one MSEW analysis is required per 100 ft of wall length with at least one analysis for the wall section with the longest reinforcement. Submit electronic MSEW input files and PDF output files with design calculations.

C. Preconstruction Meeting

Before starting MSE wall construction, hold a preconstruction meeting to discuss the construction and inspection of the MSE walls. If this meeting occurs before all MSE wall submittals have been accepted, additional preconstruction meetings may be required before beginning construction of MSE walls without accepted submittals. The Resident or Bridge Maintenance Engineer, Area Construction Engineer, Geotechnical Operations Engineer, Contractor and MSE Wall Installer Superintendent will attend preconstruction meetings.

4.0 CORROSION MONITORING

Corrosion monitoring is required for MSE walls with steel reinforcement. The Engineer will determine the number of monitoring locations and where to install the instrumentation. Contact M&T before beginning wall construction. M&T will provide the corrosion monitoring instrumentation kits and if necessary, assistance with installation.

5.0 SITE ASSISTANCE

Unless otherwise approved, an MSE Wall Vendor representative is required to assist and guide the MSE Wall Installer on-site for at least 8 hours when the first panels or SRW units and reinforcement layer are placed. If problems are encountered during construction, the Engineer may require the vendor representative to return to the site for a time period determined by the Engineer.

6.0 CONSTRUCTION METHODS

Control drainage during construction in the vicinity of MSE walls. Direct run off away from MSE walls, aggregate and backfill. Contain and maintain aggregate and backfill and protect material from erosion.

Excavate as necessary for MSE walls in accordance with the accepted submittals. If applicable and at the Contractor's option, use temporary shoring for wall construction instead of temporary slopes to construct MSE walls. Define "temporary shoring for wall construction" as temporary shoring not shown in the plans or required by the Engineer including shoring for OSHA reasons or the Contractor's convenience.

Unless required otherwise in the plans, install foundations and if required, pile sleeves located in the reinforced zone before placing aggregate or reinforcement. Brace piles in the reinforced zone to maintain alignment when placing and compacting aggregate. Secure piles together with steel members near top of piles. Clamp members to piles instead of welding if bracing is at or below pile cut-off elevations.

Notify the Engineer when foundation excavation is complete. Do not place leveling pad concrete, aggregate or reinforcement until excavation dimensions and foundation material are approved.

Construct CIP concrete leveling pads at elevations and with dimensions shown in the accepted submittals and in accordance with Section 420 of the *Standard Specifications*. Cure leveling pads at least 24 hours before placing panels or SRW units.

Erect and support panels and stack SRW units so the final wall position is as shown in the accepted submittals. Stagger SRW units to create a running bond by centering SRW units over joints in the row below as shown in the accepted submittals. Space bearing pads in horizontal panel joints as shown in the accepted submittals and cover all panel joints with filtration geotextiles as shown in the accepted submittals. Attach filtration geotextiles to back of panels with adhesives, tapes or other approved methods.

Construct MSE walls with the following tolerances:

- A. SRW units are level from front to back and between units when checked with a 4 ft long level,
- B. Vertical joint widths are 1/4" maximum for SRW units and 3/4", $\pm 1/4$ " for panels,
- C. Final wall face is within 3/4" of horizontal and vertical alignment shown in the accepted submittals when measured along a 10 ft straightedge and
- D. Final wall plumbness (batter) is not negative (wall face leaning forward) and within 0.5° of vertical unless otherwise approved.

Place reinforcement at locations and elevations shown in the accepted submittals and within 3" of corresponding connection elevations. Install reinforcement with the direction shown in the accepted submittals. Before placing aggregate, pull geosynthetic reinforcement taut so it is in tension and free of kinks, folds, wrinkles or creases. Reinforcement may be spliced once per reinforcement length if shown in the accepted submittals. Use reinforcement pieces at least 6 ft long. Contact the Engineer when unanticipated existing or future obstructions such as foundations, guardrail, fence or handrail posts, pavements, pipes, inlets or utilities will interfere with reinforcement. To avoid obstructions, deflect, skew or modify reinforcement as shown in the accepted submittals.

Place aggregate in the reinforced zone in 8" to 10" thick lifts. Compact fine aggregate in accordance with Subarticle 235-3(C) of the *Standard Specifications*. Use only hand operated compaction equipment to compact aggregate within 3 ft of panels or SRW units. At a distance greater than 3 ft, compact aggregate with at least 4 passes of an 8 ton to 10 ton vibratory roller in a direction parallel to the wall face. Smooth wheeled or rubber tired rollers are also acceptable for compacting aggregate. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage reinforcement when placing and compacting aggregate. End dumping directly on geosynthetics is not permitted. Do not operate heavy equipment on reinforcement until it is covered with at least 8" of aggregate. Replace any damaged reinforcement to the satisfaction of the Engineer.

Backfill for MSE walls outside the reinforced zone in accordance with Article 410-8 of the *Standard Specifications*. If a drain is required, install wall drainage systems as shown in the accepted submittals and in accordance with Section 816 of the *Standard Specifications*. If pile sleeves are required, fill sleeves with loose uncompacted sand before constructing end bent caps.

Install dowels as necessary for SRW units and place and construct coping and leveling concrete as shown in the accepted submittals. Construct leveling concrete in accordance with Section 420 of the *Standard Specifications*. Construct CIP concrete coping in accordance with Subarticle 452-4(B) of the *Standard Specifications*. When single faced precast concrete barrier is required in front of and against MSE walls, stop coping just above barrier so coping does not interfere with placing barrier up against wall faces. If the gap between a single faced barrier and wall face is wider than 2", fill gap with Class V select material (standard size No. 78M stone). Otherwise, fill gap with backer rod and seal joint between barrier and MSE wall with silicone sealant.

When separation geotextiles are required, overlap adjacent geotextiles at least 18" and hold geotextiles in place with wire staples or anchor pins as needed. Seal joints above and behind MSE walls between coping and concrete slope protection with silicone sealant.

7.0 MEASUREMENT AND PAYMENT

MSE Retaining Wall No. ___ will be measured and paid in square feet. MSE walls will be measured as the square feet of wall face area with the pay height equal to the difference between top of wall and top of leveling pad elevations. Define "top of wall" as top of coping or top of panels or SRW units for MSE walls without coping.

The contract unit price for *MSE Retaining Wall No. ___* will be full compensation for providing designs, submittals, labor, tools, equipment and MSE wall materials, excavating, hauling and removing excavated materials, placing and compacting aggregate and backfill material and supplying site assistance, leveling pads, panels, SRW units, reinforcement, aggregate, wall drainage systems, geotextiles, aggregate concrete base course, bearing pads, coping, miscellaneous components and any incidentals necessary to construct MSE walls. The contract unit price for *MSE Retaining Wall No. ___* will also be full compensation for reinforcement and connector design for reinforcement connected to end

bent caps, wall modifications for obstructions, pile sleeves filled with sand, joints sealed with silicone sealant and gaps between barriers and MSE walls filled with backer rod or No. 78M stone, if required.

No separate payment will be made for temporary shoring for wall construction. Temporary shoring for wall construction will be incidental to the contract unit price for *MSE Retaining Wall No. __*.

The contract unit price for *MSE Retaining Wall No. __* does not include the cost for ditches, fences, handrails, barrier or guardrail associated with MSE walls as these items will be paid for elsewhere in the contract. The contract unit price for *MSE Retaining Wall No. __* also does not include the cost for constructing bridge approach fills behind end bents with MSE abutment walls. See *Bridge Approach Fills* provision for measurement and payment of Type III Reinforced Bridge Approach Fills.

Where it is necessary to provide backfill material behind the reinforced zone from sources other than excavated areas or borrow sources used in connection with other work in the contract, payment for furnishing and hauling such backfill material will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*. Placing and compacting such backfill material is not considered extra work but is incidental to the work being performed.

Payment will be made under:

Pay Item

MSE Retaining Wall No. __

Pay Unit

Square Foot



DocuSigned by:
Scott A. Hidden
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11/18/2021

**PROJECT SPECIAL PROVISIONS
GEOENVIRONMENTAL**

CONTAMINATED SOIL (11/22/2021)

The Contractor's attention is directed to the fact that soil contaminated with petroleum hydrocarbon compounds exist within the project area. The known areas of contamination are indicated on corresponding plans sheets. Information relating to these contaminated areas, sample locations, and investigation reports will be available at the following web address by navigating to the correct letting year and month then selecting, "Plans and Proposals", "U-5606", "Individual Sheets/520 GeoEnvironmental":

<http://dotw-xfer01.dot.state.nc.us/dsplan/>

Non-Hazardous Contaminated Groundwater and Soil may be encountered during any earthwork activities on the project.

Groundwater

If dewatering is required in areas of documented groundwater contamination, then the Contractor shall discharge potentially contaminated dewatering effluent into storage vessels, test the water for contaminants, and properly dispose of the water.

Soil

Petroleum contaminated soil may be encountered during any earthwork activities on the project. The Contractor shall only excavate those soils that the Engineer designates necessary to complete a particular task. The Engineer shall determine if soil is contaminated based on areas shown on the plans, petroleum odors, and unusual soil staining. Contaminated soil not required to be excavated is to remain in place and undisturbed. Undisturbed soil shall remain in place, whether contaminated or not. The Contractor shall transport all contaminated soil excavated from the project to a facility licensed to accept contaminated soil.

In the event that a stockpile is needed, the stockpile shall be created within the property boundaries of the source material and in accordance with the Diagram for Temporary Containment and Treatment of Petroleum-Contaminated Soil per North Carolina Department of Environmental Quality's (NCDEQ) Division of Waste Management UST Section GUIDELINES FOR EX SITU PETROLEUM CONTAMINATED SOIL REMEDIATION. If the volume of contaminated material exceeds available space on site, the Contractor shall obtain a permit from the NCDEQ UST Section's Regional Office for off-site temporary storage. The Contractor shall provide copies of disposal manifests completed per the disposal facilities requirements and weigh tickets to the Engineer.

Measurement and Payment:

The quantity of contaminated soil hauled and disposed of shall be the actual number of tons of material, which has been acceptably transported and weighed with certified scales as documented by disposal manifests and weigh tickets. The quantity of contaminated soil, measured as provided above, shall be paid for at the contract unit price per ton for "Hauling and Disposal of Petroleum Contaminated Soil".

U-5606

GV-2

Pitt County

The above price and payment shall be full compensation for all work covered by this section, including, but not limited to stockpiling, loading, transportation, weighing, laboratory testing, disposal, equipment, decontamination of equipment, labor, and personal protective equipment.

Payment shall be made under:

Pay Item

Hauling and Disposal of Petroleum Contaminated Soil
Hauling and Disposal of Contaminated Water

Pay Unit

Ton
Gallon



DocuSigned by:

Ethan J. Caldwell

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11/22/2021

U-5606

GV-3

Pitt County

SPECIAL SEALED DRAINAGE SYSTEM (WITH ANTI-SEEP COLLAR):

(3-10-04)

Description

The Contractor's attention is directed to the fact that soil and groundwater contaminated with petroleum hydrocarbon and chlorinated solvent compounds are documented to exist within the project area. The documented areas of groundwater and soil contamination are indicated on corresponding plan sheets. A Special Sealed Drainage System has been designated on the plans as "Sealed" and in the Drainage Summary Sheet as "Sealed Pipe System". Most of the special sealed drainage system passes through areas of documented groundwater contamination and with invert elevations below the groundwater table. Handling of contaminated groundwater removed from the excavation and handling of excavated contaminated soil, including any soil that is excavated from below the groundwater table within an area indicated to have groundwater contamination, shall be governed by Project Special Provisions GeoEnvironmental. The work covered by the Special Sealed Drainage System provision consists of constructing a special sealed system of underground storm drainage pipes and structures. The extents of the Special Sealed Drainage System shall be adhered to as shown on the drainage summary sheets of the plans, or as directed by the Engineer.

No underdrains will be allowed for any reason within the extents of the Special Sealed Drainage System, as referenced above.

The Contractor shall construct Anti-Seep Collars of excavatable flowable fill with a minimum 35 PSI strength in locations shown on the plans and as indicated on the Anti-Seep Collar detail in the plans.

Materials

The Engineer shall approve all backfill material.

Portland Cement Concrete shall meet the requirements of Section 1000 of the *Standard Specifications*. Xypex Admix C-1000 or approved equal shall be blended into the concrete mix at the time of batching, per the manufacturer's recommendations. All concrete installed as part of the sealed pipe system (drainage structures and reinforced concrete pipe (RCP)) shall include the Xypex Admix C-1000 or approved equal.

Ductile Iron Pipe shall be Class 150 or Class 250 (as shown on the Drainage Summary Sheets) and shall conform to ANSI A21.51 (AWWA C151), Grade 60 42 10 for ductile iron pipe centrifugally cast in metal molds or sand lined molds. All ductile iron pipe shall conform to ANSI A21.50 (AWWA C250) for thickness design and shall be supplied in 18 or 20 foot nominal lengths, unless otherwise indicated on the Drawings. Fittings and specials shall be cast iron or ductile iron, conforming to the requirements of ANSI A21.10 (AWWA C110) and shall have a minimum rated working pressure of 250 psi, and minimum iron strength of 30,000 psi. Joints shall be a push on type conforming to ANSI A21.11 (AWWA C111), unless otherwise specified or shown on the Drawings.

U-5606

GV-4

Pitt County

Drainage structures shall be precast concrete conforming to ASTM C478 and shall be as shown on the plans. Joints between sections shall conform to ASTM C443. Joints shall be sealed with O-Ring gaskets in accordance with the applicable sections of ASTM C443. O-Ring gaskets shall be made of Nitrile Teflon, or other gasoline resistant material and shall be approved for use with precast drainage structure sections.

Connection of pipe to drainage structures shall be by a flexible, resilient connector conforming to the applicable requirements of ASTM C923. The drainage structure to pipe connector ("boot") shall be made of Neoprene with stainless steel fastening bands.

Grout used in precast drainage structures shall meet the requirements of Article 1040-9 of the *Standard Specifications* except that the mixture shall consist of 1 part portland cement to 2 part mortar sand including Xypex or an external waterproof sealant, as appropriate.

The Contractor shall submit to the Engineer catalog cuts and/or shop drawings for materials he proposes to use on the project.

Materials which have not been approved shall not be delivered to the project. Eight (8) copies of each catalog cut and/or drawing shall be submitted and each shall show the material description, brand name, stock number, size, rating, manufacturing specification and the use for which it is intended.

Construction Methods

Trenches and Backfill for Sealed Drainage System Construction:

Trenches and backfill shall be done as shown on the details in the plans. Backfill with contaminated material is prohibited. All handling of excavated contaminated soil and contaminated water removed from the excavation shall be governed by Project Special Provisions GeoEnvironmental.

In general, all portions of the excavations shall be made so that the safe slope of the earth is not exceeded. It shall be the responsibility of the Contractor to properly and adequately protect any part of the excavation from caving or slipping by the use of sheeting, bracing, or shoring as required. All timbering or underpinning shall be put in place or driven by personnel skilled in such work and shall be so arranged that it may be withdrawn as backfilling progresses without disturbing the pipe or adjacent area.

Trench Excavation: No more trench (100' ±) shall be opened in advance of the pipe laying than is necessary to expedite the work unless prior approval is given by the Engineer. Ground conditions and/or location requirements shall govern the amount of trench open at any one time as determined by the Engineer.

Trench Width: Trench width for all pipe shall be equal to the outside diameter (as measured at the bells) of the pipe plus 36 inches. Trench width shall be measured between faces of cut at the

U-5606

GV-5

Pitt County

top of the pipe bell. At concrete collar locations trench width may be increased an appropriate amount to accommodate construction.

All timbering in trench excavations shall be withdrawn in stages on both sides of the trenches to prevent lateral movement of the pipe as the backfilling progresses, except where the Engineer permits the timbering to be left in place at the Contractor's request. The Contractor shall cut off any sheeting left in place at least 24 inches below finished grade wherever directed and shall remove and dispose of the material cut off.

The Contractor shall take all measures necessary to keep surface water out of the trenches by diking, ditching, or otherwise avoiding it. Provisions for surface drainage shall meet the approval of the Engineer.

Excavations in the indicated areas of contaminated groundwater that require a Special Sealed System of underground storm drainage pipes and structures shall be kept free of water while the work is in progress. Water may be removed by pumps, but must be removed and handled as required by Project Special Provisions GeoEnvironmental.

Where the foundation material is found to be of poor supporting value or of rock, the Engineer may make minor adjustment in the location of the structure to provide a more suitable foundation. Where this not practical, the foundation shall be conditioned by removing the existing foundation material by undercutting to the depth as directed by the Engineer and backfilling with either a suitable local material secured from unclassified excavation or borrow excavation at the nearest accessible location along the project, or foundation conditioning material as classified in Article 1016-3, consisting of crushed stone or gravel or a combination of sand and crushed stone or gravel approved by the Engineer as being suitable material for the purpose intended. The class of select material to be used for foundation conditioning will be stated on the plans or determined by the Engineer.

All backfill areas shall be graded and maintained in such a condition that erosion or saturation will not damage the pipe bed or backfill.

Heavy equipment shall not be operated over any pipe until it has been properly backfilled with a minimum 3 feet of cover. Where any part of the required cover is above the proposed finish grade, the Contractor shall place, maintain, and finally remove such material at no cost to the Department. Pipe which becomes misaligned, shows excessive settlement, or has been otherwise damaged by the Contractor's operations shall be removed and replaced by the Contractor at no cost to the Department.

Contaminated Soils: Handling of excavated contaminated soil, including any soil that is excavated from below the groundwater table within an area indicated to have groundwater contamination, shall be governed by Project Special Provisions GeoEnvironmental.

Contaminated Groundwater: An indefinite amount of contaminated groundwater may require removal and handling during installation of the Special Sealed Drainage System in areas

U-5606

GV-6

Pitt County

designated in the Project Special Provisions GeoEnvironmental. Any contaminated groundwater encountered in those specific areas shall be handled per Project Special Provisions GeoEnvironmental. The amount of contaminated groundwater that requires removal could be minimized by not permitting uncontaminated groundwater to enter the trench excavations within contaminated groundwater areas. Normal dewatering procedures can be followed outside of Hazardous Source Zones 1 and 2.

Special Sealed Drainage System Installation: During the progress of the work and until the completion and final acceptance, the pipelines and drainage structures shall be kept clean throughout. Any obstructions or deposits shall be removed and disposed of properly.

If, at any time before completion of the contract, any broken pipe or any defects are found in any materials, they shall be replaced. All materials shall be carefully examined for defects before placing, and any found defective shall not be used.

Pipe shall not be laid upon a foundation into which frost has penetrated, or at any time, that in the opinion of the Engineer, there is danger of the formation of ice or frost at the bottom of the excavation. The Engineer may at his discretion allow construction of the pipeline to continue under freezing conditions provided the Contractor promptly backfills the trench as directed.

Pipe and accessories shall be carefully lowered into the trench with suitable equipment. Under no circumstances shall any of the materials be dropped or dumped into the trench. Poles used as levers for removing skids across trenches shall be of wood and shall have broad flat faces to prevent damage to the pipe.

The full length of each section of pipe shall rest solidly upon the pipe bed with recesses excavated to accommodate bells, couplings, and joints. Pipe that has been disturbed after laying shall be taken up and re-laid.

When work is not in progress, open ends of pipe shall be securely closed so that water, earth, or other foreign substances can not enter.

Pipe laying shall proceed upgrade with the spigot ends pointing in the direction of flow. Each pipe shall be laid in such a manner as necessary to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the pipe shall be cleared of all foreign materials. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free from water until backfilled and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work.

Any pipeline or drainage structure which contains any silt, sedimentation or other foreign material will not be accepted. The Contractor shall at his own expense flush, or otherwise cause the line (and drainage structures) to be cleaned out.

U-5606

GV-7

Pitt County

Material removed by cleaning or flushing shall be disposed of properly. Material removed by cleaning or flushing, if determined by the Engineer to be contaminated, must be handled and disposed of as approved by the Engineer. Approval must be obtained prior to any cleaning or flushing activities.

Gasket joints for pipe and drainage structures shall be handled, lubricated where necessary, and installed in accordance with the recommendations of the manufacturer.

No precast drainage structure shall be placed until the foundation has been approved by the Engineer. The precast units shall be assembled in accordance with the manufacturer's instructions. Drainage structures over 3 feet in depth shall have steps spaced 16 inches on center, of the type shown in the Standard Drawings. Steps shall be installed as directed by the Engineer and shall be tested as required in ASTM C478.

Where pipes enter drainage structures they shall be placed as the work is built up, properly connected, and accurately spaced and aligned. Pipe connections shall be made so that the pipe does not project farther than is necessary beyond the inside wall of the drainage structure. Pipe connections shall be grouted to make a smooth and uniform surface on the inside of the drainage structure.

After the drainage structure has been completed, including all pipe connections, the excavation shall be backfilled. The backfilling shall be as defined in Article 840-3(F) of the *Standard Specifications*. Backfill for drainage structure shall be of a type, placed, and compacted as required for ductile iron drainage pipe.

Sealed Drainage System Testing:

- Ductile iron drainage pipe of diameter less than 30-inches shall be tested with the Low Pressure Compressed Air Test. All ductile iron drainage less than 30-inches shall be considered acceptable, when tested and accepted in accordance with the Air Test Table and the Air Test Form found in the Standard Forms Section of these Specifications. The Engineer shall be notified at least 48 hours in advance of any testing and shall be present for all testing. Where the actual leakage exceeds the allowable, the Contractor shall discover the cause and correct it before the sewer will be accepted. For the purpose of this subsection, a section of drainage pipe is defined as that length of drainage pipe between successive structures or special structures or stubouts for future connections.
- Each joint of ductile iron pipe 30-inches and larger shall be tested in accordance with ASTM C1103, by the joint test method and shall be performed as the pipe is being installed. Testing shall be done with a Cherne Joint Tester, or equal. The Contractor shall:
 - 1) Roll tester to the joint to be tested. Visual inspection of the condition of the pipe for cracks, holes, etc., should be made at this time. If none are observed, any defects may be assumed to be at the joint.
 - 2) Position tester over joint as recommended by the manufacturer.
 - 3) Attach air hose and inflate end element tubes to a maximum of 25 psi.
 - 4) Pressure joint test area to 4.0 psi.

U-5606

GV-8

Pitt County

- 5) Observe pressure gauge. If pressure holds, or drops less than 2 psi in 10 seconds, the joint is considered good. This joint test is essentially a “go no go” test.
 - 6) Deflate end element tubes and move joint tester to the next joint.
 - 7) Contractor shall observe all precautions and safety measures recommended by the joint tester manufacturer.
 - 8) In addition to the pressure test, the Contractor shall perform a leakage test by measuring the rate of infiltration using a suitable weir or other measuring device approved by the Engineer. The allowable leakage shall not exceed 100 gallons per day per inch of pipe diameter per mile of interceptor being tested. Test lengths shall not exceed 2,000 feet, unless otherwise approved by the Engineer.
 - 9) Where the actual leakage exceeds the allowable, the Contractor shall discover the cause and correct it before the system will be accepted.
- Precast manholes shall be tested per ASTM 1244-11.

Maintenance: Maintenance shall be in accordance with Article 300-7 of the Standard Specifications.

Measurement and Payment

Trenching, excavation and backfilling for Special Sealed Drainage System will be considered as included in the contract price for the applicable pay item and no separate measurement will be made therefore. Such work as shoring, sheeting and dewatering of the excavation will also be considered as incidental to the contract price for the applicable pay item and no separate measurement will be made.

The quantity of sealed drainage system lines of the various sizes that has been incorporated into the completed and accepted work will be measured from end to end by the vertical linear foot in place with no deduction for length through drainage structures. Where two different sizes enter or go from a drainage structure, each size will be measured to the center of the drainage structure. Unless otherwise shown on the plans, branch connections, ells, or other fixtures will be included in the length measurement.

Precast drainage structures for the special sealed drainage system containing a maximum pipe size of 48” will be measured on a “per each” basis. The quantity of drainage structures containing a maximum pipe size of 48” for the sealed drainage system to be paid for will be actual volume of drainage structures which have been completed and accepted.

In addition, that portion of a drainage structure containing a maximum pipe size of 48” exceeding a height of 5 feet will be measured and paid for on a vertical linear foot basis. The quantity of drainage structures containing a maximum pipe size of 48” above a height of 5 feet to be paid for will be the number of vertical linear feet which, the height of the drainage structure exceeds 5 feet. The height will be measured vertically to the nearest 0.1-feet from the top of the bottom slab to the top of the wall.

Drainage structures for the Special Sealed Drainage System containing a minimum pipe size of 54” will be measured on a “cubic yard” basis. The quantity of drainage structures containing a

U-5606

GV-9

Pitt County

minimum pipe size of 54" for the Special Sealed Drainage System to be paid for will be cubic yards for the actual volume of drainage structures which have been completed and accepted.

Foundation conditioning material will be paid for as stated in Article 300-9 of the Standard Specifications.

The quantity of Ductile Iron Pipe (DIP) for the Special Sealed Drainage System measured as provided above and accepted will be paid for at the contract unit prices per linear foot for the various sizes.

The quantity of precast drainage structures for the Special Sealed Drainage System measured as provided above and accepted will be paid for at the contract unit price per each for the various diameters and at the contract unit price per vertical linear foot of depth for that portion of the drainage structure from a height of 5 feet to 10 feet. For that portion of the drainage structure above a height of 10 feet, payment will be made at 1.3 times the contract unit price per vertical linear foot.

Such prices and payments will be full compensation for all work covered by these special provisions, including, but not limited to: materials, labor, equipment, backfilling, compaction, testing, pumping, Portland Cement Concrete admixtures, Xypex, neoprene exterior with stainless sealing fastening bands, Nitrile Teflon O-Ring gaskets, and incidentals necessary to complete the work as required.

The quantity of Anti-Seep Collars will be measured and accepted on a per each basis and will be paid for at the contract unit price per each.

U-5606

GV-10

Pitt County

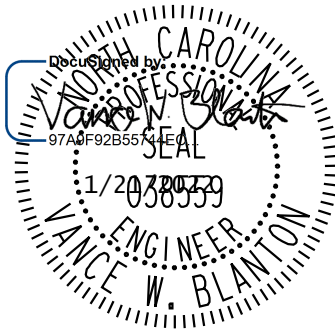
Payment will be made under:

Pay Items

30" Ductile Iron Pipe, Class 250 (Sealed)
Boots for Sealed Structures
Masonry Drainage Structures (Sealed)
Masonry Drainage Structures (Sealed)
Anti-Seep Collar

Pay Units

Linear Foot
Each
Each
Linear Foot
Each



TC-1

U-5606

Pitt County

WORK ZONE TRAFFIC CONTROL Project Special Provisions Table of Contents

Special Provision	Page
ADA Compliant Pedestrian Traffic Control Devices	TC-2

TC-2

U-5606

Pitt County

ADA COMPLIANT PEDESTRIAN TRAFFIC CONTROL DEVICES:

(10/31/2017)

Description

Furnish, install, and maintain all ADA compliant pedestrian traffic control devices for existing pedestrian facilities that are disrupted, closed, or relocated by planned work activities.

The ADA compliant pedestrian traffic control devices used to either close, redirect, divert or detour pedestrian traffic are Pedestrian Channelizing Devices, Audible Warning Devices and Temporary Curb Ramps.

Construction Methods

The ADA compliant pedestrian traffic control devices involved in the closing or redirecting of pedestrians as designated on the Transportation Management Plan (TMP) shall be manufactured and assembled in accordance with the requirements of the Americans with Disabilities Act (ADA) and be on the NCDOT approved products list.

Pedestrian Channelizing Devices shall be manufactured and assembled to be connected as to eliminate any gaps that allow pedestrians to stray from the channelizing path. Any Pedestrian Channelizing Devices used to close or block a pedestrian facility shall have a "SIDEWALK CLOSED" sign affixed to it and any audible warning devices, if designated on the TMP or as directed by the Engineer.

Audible Warning Devices shall be manufactured to include a locator tone activated by a motion sensor and have the ability to program a message for a duration of at least 1 minute. The motion sensor shall have the ability to detect pedestrians a minimum of 10' away. The voice module may be automatic or it may be push button activated. If push button activated, it shall be mounted at a height of approximately 3.5 feet, but no more than 4 feet, above the pedestrian facility.

Temporary Curb Ramps shall be manufactured and assembled to meet all of the requirements for persons with walking disabilities, including wheelchair confinement, according to the ADA regulations and Roadway Standard Drawing 848.05. All detectable warning features are to be included with these installations.

Measurement and Payment

Pedestrian Channelizing Devices will be measured and paid as the maximum number of linear feet of *Pedestrian Channelizing Devices* furnished, acceptably placed, and in use at any one time during the life of the project.

TC-3

U-5606

Pitt County

No direct payment will be made for any sign affixed to a pedestrian channelizing device. Signs mounted to pedestrian channelizing devices will be considered incidental to the device.

Audible Warning Devices will be measured and paid as the maximum number of *Audible Warning Devices* furnished, acceptably installed, and in use at any one time during the life of the project.

Relocation, replacement, repair, maintenance, or disposal of *Pedestrian Channelizing Devices* and *Audible Warning Devices* will be incidental to the pay item.

Temporary Curb Ramps will be measured and paid as the actual number of *Temporary Curb Ramps* furnished, acceptably installed, and in use. *Temporary Curb Ramps* will be paid for each time a curb ramp is moved from one location on the project to another location on the project.

Payment will be made under:

Pay Item	Pay Unit
Pedestrian Channelizing Devices	Linear Foot
Audible Warning Devices	Each
Temporary Curb Ramps	Each



U-5606

LR-1

Pitt County

**PROJECT SPECIAL PROVISIONS
LIGHTING RECEPTACLES**

1.00 DESCRIPTION

The work covered by this Section consists of furnishing, installing, connecting, and placing into satisfactory operating condition an electrical system with receptacle boxes on wood posts at locations shown on the plans. Perform all work in accordance with these Special Provisions, the Plans, the National Electrical Code, and North Carolina Department of Transportation "Standard Specifications for Roads and Structures" (*2018 Standard Specifications*).

The Contractor performing the work described in these special provisions shall have a license of the proper classification from the North Carolina State Board of Examiners of Electrical Contractors.

The licensed Electrical Contractor must be available on the job site when the work is being performed and when requested by the Engineer. The licensed Electrical Contractor shall have a set of plans and special provisions in their possession on the job site and must maintain accurate "as built" plans.

In addition to the requirements of Division 1400, other specific Sections of the *2018 Standard Specifications* applicable to the work on this project are listed below.

Section 1091-2	Wire and Cable
Section 1091-3	Conduit
Section 1091-5	Electrical Junction Boxes
Section 1098-1	Electrical Service

2.00 POCKET PARK RECEPTACLE**2.10 DESCRIPTION**

The work covered in this section involves installing a weatherproof electrical outlet box at the locations shown on the plans.

2.20 MATERIALS

Provide a two-gang cast aluminum receptacle box that is UL listed for wet locations and has a minimum depth of 2 inches. Provide a two-gang weatherproof in use cover.

Provide an outdoor rated 20A ground fault circuit interrupter (GFCI) receptacle.

Provide a 4" x 6" treated wood post to mount the receptacle. Treated wood post shall conform to Section 1082 of the Standard Specifications.

Provide and install RGS conduit conforming to Section 1091-3, as shown in the plans.

U-5606

LR-2

Pitt County

2.30 CONSTRUCTION METHODS

Embed treated wood post a minimum of 18” in ground. Thoroughly compact and backfill in 6” layers around post. Remove all unneeded excavated material from the site.

Mount receptacle box to wood post using appropriate exterior grade hardware rated for use with treated wood. Attach conduit to post and terminate in receptacle box as shown on the plans.

Install 20A GFCI receptacle in receptacle box and connect per manufacturer's directions. Attach in-use cover to receptacle box per manufacturer’s directions.

2.40 MEASUREMENT AND PAYMENT

The quantity of pocket park receptacles to be paid for will be the actual number of cast aluminum receptacle boxes with weatherproof in use covers mounted to treated wood posts which have been installed and accepted.

Such price and payment will be considered full compensation for furnishing and installing the cast aluminum receptacle box with weatherproof in use cover, the 20A GFCI receptacle, the ¾” RGS conduit, the RGS to PVC adapter, and the treated wood post. All mounting hardware is incidental.

Payment will be made under:

Pocket Park Receptacles.....Each

3.00 ELECTRICAL SERVICE FOR RECEPTACLES

3.10 DESCRIPTION

The work covered in this section involves installing an electrical system to support the pocket park receptacles at the locations shown on the plans.

3.20 MATERIALS

Provide a meter base for use by Greenville Utility Commission (GUC) on a treated wood post in accordance with Section 1098-1. Treated wood post shall conform to Section 1082 of the Standard Specifications.

Provide an outdoor rated (NEMA 3R) service disconnect box in accordance with Section 1098-1.

Provide a 20 amp, UL listed, fused disconnect switch.

Provide electrical conductors conforming to Section 1091-2, as shown in the plans.

Provide RGS and PVC conduit conforming to Section 1091-3, as shown in the plans.

U-5606

LR-3

Pitt County

Provide in-ground electrical junction boxes conforming to the requirements of Section 1091-5, as shown in the plans.

3.30 CONSTRUCTION METHODS

Electrical service shall be the same as Standard Specification 1400-9 except as modified below.

Delete lines 43-46 from page 14-8.

The City of Greenville will be responsible for direct payment of monthly power bills received from the utility company (GUC).

Associated conduit shall be the same as Standard Specification 1409-3 except as modified below.

Delete lines 40 and 41 from page 14-18.

Keep the conduit system clean of all debris during construction. The completed conduit system shall be clean and ready for installation of circuitry.

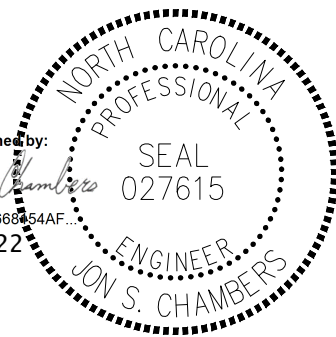
3.40 MEASUREMENT AND PAYMENT

No direct measurement will be made for the electrical system supporting the park receptacles since it will be paid for on a lump sum basis. Such price will be considered full compensation for all labor, materials, equipment (including but not limited to conduit, junction boxes, conductors, disconnect box, fused disconnect switch, meter base), tools, and any incidentals necessary to complete the work in accordance with the plans and these special provisions.

Payment will be made under:

Electrical Service for ReceptaclesLump Sum

DocuSigned by:
Jon S. Chambers
41E5451668454AF...
1/27/2022



U-5606

LC-1

Pitt County

**PROJECT SPECIAL PROVISIONS
STREET LIGHTING****1. DESCRIPTION**

The work covered by this section consists of furnishing, installing, connecting, and placing into satisfactory operating condition conduit systems to support roadway and pedestrian street lighting installed by others at locations shown on the plans.

Perform all work in accordance with these Special Provisions, the Plans, the National Electrical Code (NEC), and Division 1400 of the North Carolina Department of Transportation "Standard Specifications for Roads and Structures" (2018 Standard Specifications) except as modified or added to by these Special Provisions.

The Contractor performing the work described in these special provisions shall have a license of the proper classification from the North Carolina State Board of Examiners of Electrical Contractors.

The licensed Electrical Contractor must be available on the job site when the work is being performed and when requested by the Engineer. The licensed Electrical Contractor shall have a set of plans and special provisions in their possession on the job site and must maintain accurate "as built" plans.

In addition to the requirements of Division 1400, other specific Sections of the 2018 Standard Specifications applicable to the work on this project are listed below.

Section 1091-3	Conduit
Section 1091-5	Electrical Junction Boxes

2. MATERIALS**2.1 ELECTRICAL CONDUIT SYSTEM**

Furnish and install conduit to support lighting fixtures (to be furnished and installed by Greenville Utilities Commission (GUC) at a later date). GUC to install wiring when lighting fixtures are installed.

Non-metallic conduit shall be rigid 2" PVC (Polyvinyl chloride) heavy wall approved for above ground and underground use per U.L. 651 "Schedule 40, 80 Type E B and A Rigid PVC Conduit and Fittings". Use Terminations designed for PVC conduit, to seal and stub out each PVC conduit, and to provide watertight protection.

U-5606

LC-2

Pitt County

2.2 ROADWAY AND PEDESTRIAN LIGHT FIXTURES

Greenville Utility Commission (GUC) will be furnishing and installing proposed roadway light poles and pedestrian light poles as shown in the plans. The Contractor will need to coordinate with GUC for when the installation of wires, foundations/anchors, and poles needs to occur. The Contractor needs to contact GUC a minimum of 72 hours in advance of when the light pole installation needs to occur so GUC can install wires and/or foundation prior to the Contractor completing surface items such as concrete, driveways or brick pavers. The GUC contact is Brian Murphy, (252) 329-2173.

2.3 MISCELLANEOUS

Provide jute that is a burlap-like material used for filling voids and protecting components from waterproofing and adhesive compounds.

Provide zinc repair paint conforming to Section 1080-9 of the Standard Specifications.

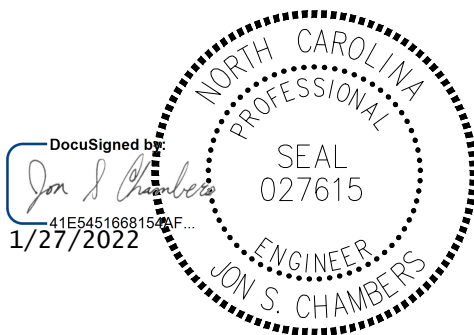
Provide pull lines specifically designed for pulling rope through conduit. Use pull lines made of 2-ply line, with a tensile strength of (240 pounds) minimum. Use rot and mildew resistant pull lines that are resistant to tangling when being dispensed.

3. MEASUREMENT AND PAYMENT


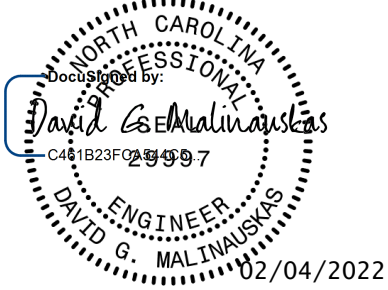
The conduit systems supporting proposed GUC roadway and pedestrian light fixtures will be paid for per Sections 1409 and 1411.

There will be no direct payment for the jute, zinc repair paint, pull lines, or the work associated with coordinating the installation of roadway and pedestrian light poles and fixtures as it is considered incidental.

The development and recording of as-built plans shall also be considered incidental to the work herein.



PROJECT SPECIAL PROVISIONS
Utility Construction

 <p>THE WOOTEN COMPANY ENGINEERING PLANNING ARCHITECTURE</p> <p>120 North Boylan Avenue Raleigh NC 27603-1423 919.828.0531 fax 919.834.3589</p> <p>License No. F-0115</p>	 <div data-bbox="915 737 1471 863" style="border: 1px solid black; padding: 5px;"><p>Document Not Considered Final Unless All Signatures Completed.</p></div>
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UTILITY OWNER

Water and Sewer Mains: Greenville Utilities Commission
Scott Farmer, Water Resources Systems Engineer
PO Box 1847
Greenville, NC 27835
Office: 252-551-1494
Email: Farmerjs@guc.com
Website: <https://www.guc.com/>

Revise the 2018 NCDOT Standard Specifications as follows:

Page 15-1, Sub-Article 1500-2 Cooperation with the Utility Owner, paragraph 2:

Add the following sentences:

The utility owner is the Greenville Utilities Commission. The point of contact is Bill Edwards at 252-551-1557.

The GUC will provide Representatives for inspections on their facilities.

The depth of pipeline installation may vary to achieve minimum clearance of existing or proposed utilities or storm drainage while maintaining minimum cover specified (whether existing or proposed pipelines, conduits, cables, mains and storm drainage are shown on the plans or not).

PROJECT SPECIAL PROVISIONS

Utility Construction

Prior to commencing water or sewer line construction work, GUC shall be contacted to schedule a separate preconstruction conference. No utility construction shall occur until after the preconstruction conference is held.

GUC shall be contacted to request scheduling of inspection and testing. The GUC's representatives shall visually inspect the completed installation prior to testing to ensure that all valves and other appurtenances have been installed and are operable. All defects disclosed by the inspection shall be corrected prior to testing.

The contractor shall provide access for the owner's representatives during construction and provide a set of as-built plans to GUC after completion of construction of the utility.

All ductile iron water pipe fittings shall be wrapped with polyethylene and shall be in accordance with ANSI A21.5 (AWWA C105). The cost for the polyethylene wrap will be incidental to the water main.

RECORD DRAWINGS:

Record drawings or as-built drawings of the complete water line and sewer line installation shall be provided to the Engineer upon completion of the utility work. Record drawings will not be paid for specifically, and the cost of providing these record drawings shall be incidental to the water line and sewer line installation. No separate payment will be made for preparation of these documents. Reference project standard details for GUC-specific requirements for record drawing preparation.

Page 15-1, Sub-Article 1500-2 Cooperation with the Utility Owner, paragraph 4:

Delete "24 hours" and replace with "48 hours".

Page 15-4, Sub-Article 1505-3 (C) Bedding, Sub-Article 1505-3 (E), Thrust Restraint

Note: Thrust restraints shall be installed as shown on the drawings.

Page 15-5, Sub-Article 1510-2; Page 15-10, Sub-Article 1520-2, Materials:

Add the following after the last paragraph each section:

All proposed mains shall be wrapped with polyethylene conforming with AWWA C105. FKM elastomer petroleum resistant gaskets for water line installation conforming to AWWA C111 for rubber gasket joints shall be supplied and installed in accordance with these provisions and at locations shown on the utility construction plans, or as directed by the Engineer. FKM elastomer petroleum resistant gaskets shall be measured and paid for per each for "___" FKM Elastomer Petroleum Resistant Gaskets" and shall include all incidentals necessary for a complete installation in accordance with these provisions and the utility construction plans.

PROJECT SPECIAL PROVISIONS

Utility Construction

Page 15-6, Sub-Article 1510-3 (B), Testing and Sterilization, twelfth paragraph:

Add the following after the paragraph:

Utility owner must witness pressure testing and obtain their own bacteriological samples (if desired).

FKM Elastomer Petroleum Resistant Gasket

Supply gasket meeting ANSI/AWWA 111/A21.1 made of FKM flouroelastomer.

Measurement and Payment:

___” FKM Elastomer Petroleum Resistant Gasket will be measured and paid for each such gasket installed. Such price and payments will be full compensation for all labor, materials, excavation, backfilling and any incidentals necessary to complete the work.

Pay Item:

___” FKM Elastomer Petroleum Resistant Gasket

Pay Unit

Each

PROJECT SPECIAL PROVISIONS

Utilities by Others



3220 Glen Royal Road

Raleigh, NC 27617

TELE: 919-788-0224 FAX: 919-788-0232

NC License #P-0189

General:

The following utility companies have facilities that will be in conflict with the construction of this project:

- A) Greenville Utilities Commission - Gas
- B) Greenville Utilities Commission Electric- Power
- C) CenturyLink – Telephone
- D) SuddenLink - CATV

The conflicting facilities of these concerns will be adjusted prior to the date of availability, unless otherwise noted below and are therefore listed in these special provisions for the benefit of the Contractor. All utility work listed herein will be done by the utility owners. All utilities are shown on the plans from the best available information.

The Contractor's attention is directed to Article 105-8 of the 2018 Standard Specifications.

Utilities Requiring Adjustment:

Utility relocations are shown on the Utilities by Others Plans.

- A) Greenville Utilities Commission - Gas

Dillan Wade

252-551-1594

wadede@guc.com

- 1) See "Utilities by Others" plans for utility relocations.
- 2) GUC Gas will relocate the existing 4" Steel Gas Main at the intersection of Truman Street and Dickinson Avenue prior to date of availability.
- 3) Remaining conflicts noted on the "Utilities by Others" plans are with small diameter plastic pipe (4" and smaller) and/or services. Contractor to inform GUC Gas two weeks prior to installing storm drainage to allow GUC Gas to schedule

PROJECT SPECIAL PROVISIONS

Utilities by Others

crews to be on-site during the storm drainage construction to remove/replace the gas facilities as necessary. Allow one day for relocation of plastic gas pipe.

B) Greenville Utilities Commission Electric - Power

Brian Murphy

252-551-1582

murphyba@guc.com

- 1) See "Utilities by Others" plans for utility relocations.
- 2) GUC Electric's aerial lines and poles relocation will be completed by January 31, 2022.
- 3) Contractor to contact GUC Electric prior to installing the underground conflict boxes/interference storm drain manholes for the proposed storm drainage around GUC's existing underground facilities.
- 4) Contractor to contact GUC Electric two weeks before repaving sidewalks and roadway to allow GUC Electric to adjust manholes to grade. Allow up to two days per manhole for GUC Electric to adjust the manhole lid.

C) CenturyLink - Telephone

Rod Medlin

252-413-7711

rod.m.medlin@centurylink.com

Todd Bryant (Operations Supervisor)

252-902-9849

todd.d.bryant@centurylink.com

- 1) See "Utilities by Others" plans for utility relocations.
- 2) CenturyLink's aerial lines relocation will be completed by February 15, 2022.
- 3) Contractor to contact CenturyLink prior to installing the underground conflict boxes/interference storm drain manholes for the proposed storm drainage around CenturyLink's existing underground facilities.
- 4) Contractor to contact CenturyLink three weeks before repaving sidewalks and roadway to allow CenturyLink to adjust manholes to grade. Allow up to two days for manhole adjustments.

D) Suddenlink - CATV

Jesse Hindman

910-261-3598

jesse.hindman@alticeusa.com

- 1) See "Utilities by Others" plans for utility relocations.
- 2) SuddenLink's aerial lines relocation work will be completed by February 28, 2022.

**Project Special Provisions
Erosion Control**

STABILIZATION REQUIREMENTS:

(4-30-2019)

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective April 1, 2019 issued by the North Carolina Department of Environmental Quality Division of Water Resources. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land-disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

- Slopes between 2:1 and 3:1, with a slope length of 10 ft. or less
- Slopes 3:1 or flatter, with a slope of length of 50 ft. or less
- Slopes 4:1 or flatter

The stabilization timeframe for High Quality Water (HQW) Zones shall be 7 calendar days with no exceptions for slope grades or lengths. High Quality Water Zones (HQW) Zones are defined by North Carolina Administrative Code 15A NCAC 04A.0105 (25). Temporary and permanent ground cover stabilization shall be achieved in accordance with the provisions in this contract and as directed.

SEEDING AND MULCHING:

(East)

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

All Roadway Areas

March 1 - August 31		September 1 - February 28	
50#	Tall Fescue	50#	Tall Fescue
10#	Centipede	10#	Centipede
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Waste and Borrow Locations

March 1 – August 31		September 1 - February 28	
75#	Tall Fescue	75#	Tall Fescue
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Note: 50# of Bahiagrass may be substituted for either Centipede or Bermudagrass only upon Engineer's request.

Approved Tall Fescue Cultivars

06 Dust	Escalade	Justice	Serengeti
2 nd Millennium	Essential	Kalahari	Shelby
3 rd Millennium	Evergreen 2	Kitty Hawk 2000	Sheridan
Apache III	Falcon IV	Legitimate	Signia
Avenger	Falcon NG	Lexington	Silver Hawk
Barlexas	Falcon V	LSD	Sliverstar
Barlexas II	Faith	Magellan	Shenandoah Elite
Bar Fa	Fat Cat	Matador	Sidewinder
Barrera	Festnova	Millennium SRP	Skyline
Barrington	Fidelity	Monet	Solara
Barrobusto	Finelawn Elite	Mustang 4	Southern Choice II
Barvado	Finelawn Xpress	Ninja 2	Speedway
Biltmore	Finesse II	Ol' Glory	Spyder LS
Bingo	Firebird	Olympic Gold	Sunset Gold
Bizem	Firecracker LS	Padre	Taccoa
Blackwatch	Firenza	Patagonia	Tanzania
Blade Runner II	Five Point	Pedigree	Trio
Bonsai	Focus	Picasso	Tahoe II
Braveheart	Forte	Piedmont	Talladega
Bravo	Garrison	Plantation	Tarheel
Bullseye	Gazelle II	Proseeds 5301	Terrano
Cannavaro	Gold Medallion	Prospect	Titan ltd
Catalyst	Grande 3	Pure Gold	Titanium LS
Cayenne	Greenbrooks	Quest	Tracer
Cessane Rz	Greenkeeper	Raptor II	Traverse SRP
Chipper	Gremlin	Rebel Exeda	Tulsa Time
Cochise IV	Greystone	Rebel Sentry	Turbo
Constitution	Guardian 21	Rebel IV	Turbo RZ
Corgi	Guardian 41	Regiment II	Tuxedo RZ
Corona	Hemi	Regenerate	Ultimate
Coyote	Honky Tonk	Rendition	Venture
Darlington	Hot Rod	Rhambler 2 SRP	Umbrella
Davinci	Hunter	Rembrandt	Van Gogh
Desire	Inferno	Reunion	Watchdog
Dominion	Innovator	Riverside	Wolfpack II
Dynamic	Integrity	RNP	Xtremegreen
Dynasty	Jaguar 3	Rocket	
Endeavor	Jamboree	Scorpion	

On cut and fill slopes 2:1 or steeper Centipede shall be applied at the rate of 5 pounds per acre and add 20# of Sericea Lespedeza from January 1 - December 31.

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

All areas seeded and mulched shall be tacked with asphalt. Crimping of straw in lieu of asphalt tack shall not be allowed on this project.

CRIMPING STRAW MULCH:

Crimping shall be required on this project adjacent to any section of roadway where traffic is to be maintained or allowed during construction. In areas within six feet of the edge of pavement, straw is to be applied and then crimped. After the crimping operation is complete, an additional application of straw shall be applied and immediately tacked with a sufficient amount of undiluted emulsified asphalt.

Straw mulch shall be of sufficient length and quality to withstand the crimping operation.

Crimping equipment including power source shall be subject to the approval of the Engineer providing that maximum spacing of crimper blades shall not exceed 8".

TEMPORARY SEEDING:

Fertilizer shall be the same analysis as specified for *Seeding and Mulching* and applied at the rate of 400 pounds and seeded at the rate of 50 pounds per acre. Sweet Sudan Grass, German Millet or Browntop Millet shall be used in summer months and Rye Grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

FERTILIZER TOPDRESSING:

Fertilizer used for topdressing on all roadway areas except slopes 2:1 and steeper shall be 10-20-20 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 10-20-20 analysis and as directed.

Fertilizer used for topdressing on slopes 2:1 and steeper and waste and borrow areas shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

SUPPLEMENTAL SEEDING:

The kinds of seed and proportions shall be the same as specified for *Seeding and Mulching*, with the exception that no centipede seed will be used in the seed mix for supplemental seeding. The

rate of application for supplemental seeding may vary from 25# to 75# per acre. The actual rate per acre will be determined prior to the time of topdressing and the Contractor will be notified in writing of the rate per acre, total quantity needed, and areas on which to apply the supplemental seed. Minimum tillage equipment, consisting of a sod seeder shall be used for incorporating seed into the soil as to prevent disturbance of existing vegetation. A clodbuster (ball and chain) may be used where degree of slope prevents the use of a sod seeder.

MOWING:

The minimum mowing height on this project shall be 4 inches.

LAWN TYPE APPEARANCE:

All areas adjacent to lawns must be hand finished as directed to give a lawn type appearance. Remove all trash, debris, and stones ¾" and larger in diameter or other obstructions that could interfere with providing a smooth lawn type appearance. These areas shall be reseeded to match their original vegetative conditions, unless directed otherwise by the Field Operations Engineer.

RESPONSE FOR EROSION CONTROL:

Description

Furnish the labor, materials, tools and equipment necessary to move personnel, equipment, and supplies to the project necessary for the pursuit of any or all of the following work as shown herein, by an approved subcontractor.

Section	Erosion Control Item	Unit
1605	Temporary Silt Fence	LF
1606	Special Sediment Control Fence	LF/TON
1615	Temporary Mulching	ACR
1620	Seed - Temporary Seeding	LB
1620	Fertilizer - Temporary Seeding	TN
1631	Matting for Erosion Control	SY
SP	Coir Fiber Mat	SY
1640	Coir Fiber Baffles	LF
SP	Permanent Soil Reinforcement Mat	SY
1660	Seeding and Mulching	ACR
1661	Seed - Repair Seeding	LB
1661	Fertilizer - Repair Seeding	TON
1662	Seed - Supplemental Seeding	LB

1665	Fertilizer Topdressing	TON
SP	Safety/Highly Visible Fencing	LF
SP	Response for Erosion Control	EA

Construction Methods

Provide an approved subcontractor who performs an erosion control action as described in the NPDES Inspection Form SPPP30. Each erosion control action may include one or more of the above work items.

Measurement and Payment

Response for Erosion Control will be measured and paid for by counting the actual number of times the subcontractor moves onto the project, including borrow and waste sites, and satisfactorily completes an erosion control action described in Form 1675. The provisions of Article 104-5 of the *Standard Specifications* will not apply to this item of work.

Payment will be made under:

Pay Item

Response for Erosion Control

Pay Unit

Each

MINIMIZE REMOVAL OF VEGETATION:

The Contractor shall minimize removal of vegetation within project limits to the maximum extent practicable. Vegetation along stream banks and adjacent to other jurisdictional resources outside the construction limits shall only be removed upon approval of Engineer. No additional payment will be made for this minimization work.

STOCKPILE AREAS:

The Contractor shall install and maintain erosion control devices sufficient to contain sediment around any erodible material stockpile areas as directed.

ACCESS AND HAUL ROADS:

At the end of each working day, the Contractor shall install or re-establish temporary diversions or earth berms across access/haul roads to direct runoff into sediment devices. Silt fence sections that are temporarily removed shall be reinstalled across access/haul roads at the end of each working day.

CONSTRUCTION MATERIALS MANAGEMENT

(3-19-19) (rev. 04-27-19)

Description

The requirements set forth shall be adhered to in order to meet the applicable materials handling requirements of the NCG010000 permit. Structural controls installed to manage construction materials stored or used on site shall be shown on the E&SC Plan. Requirements for handling materials on construction sites shall be as follows:

Polyacrylamides (PAMS) and Flocculants

Polyacrylamides (PAMS) and flocculants shall be stored in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures designed to protect adjacent surface waters. PAMS or other flocculants used shall be selected from the NC DWR List of Approved PAMS/Flocculants. The concentration of PAMS and other flocculants used shall not exceed those specified in the NC DWR List of Approved PAMS/Flocculants and in accordance with the manufacturer's instructions. The NC DWR List of Approved PAMS/Flocculants is available at:

https://files.nc.gov/ncdeq/Water%20Quality/Environmental%20Sciences/ATU/ApprovedPAMS_4_1_2017.pdf

Equipment Fluids

Fuels, lubricants, coolants, and hydraulic fluids, and other petroleum products shall be handled and disposed of in a manner so as not to enter surface or ground waters and in accordance with applicable state and federal regulations. Equipment used on the site must be operated and maintained properly to prevent discharge of fluids. Equipment, vehicle, and other wash waters shall not be discharged into E&SC basins or other E&SC devices. Alternative controls should be provided such that there is no discharge of soaps, solvents, or detergents.

Waste Materials

Construction materials and land clearing waste shall be disposed of in accordance with North Carolina General Statutes, Chapter 130A, Article 9 - Solid Waste Management, and rules governing the disposal of solid waste (15A NCAC 13B). Areas dedicated for managing construction material and land clearing waste shall be at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. Paint and other liquid construction material waste shall not be dumped into storm drains. Paint and other liquid construction waste washouts should be located at least 50 feet away from storm drain inlets unless there is no alternative. Other options are to install lined washouts or use portable, removable bags or bins. Hazardous or toxic waste shall be managed in accordance with the federal Resource Conservation and Recovery Act (RCRA) and NC Hazardous Waste Rules at 15A NCAC, Subchapter 13A. Litter and sanitary waste shall be managed in a manner to prevent it from entering jurisdictional waters and shall be disposed of offsite.

Herbicide, Pesticide, and Rodenticides

Herbicide, pesticide, and rodenticides shall be stored and applied in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act, North Carolina Pesticide Law of 1971 and labeling restrictions.

Concrete Materials

Concrete materials onsite, including excess concrete, must be controlled and managed to avoid contact with surface waters, wetlands or buffers. No concrete or cement slurry shall be discharged from the site. (Note that discharges from onsite concrete plants require coverage under a separate NPDES permit – NCG140000.) Concrete wash water shall be managed in accordance with the *Concrete Washout Structure* provision. Concrete slurry shall be managed and disposed of in accordance with *NCDOT DGS and HOS DCAR Distribution of Class A Residuals Statewide* (Permit No. WQ0035749). Any hardened concrete residue will be disposed of, or recycled on site, in accordance with state solid waste regulations.

Earthen Material Stock Piles

Earthen material stock piles shall be located at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available.

Measurement and Payment

Conditions set within the *Construction Materials Management* provision are incidental to the project for which no direct compensation will be made.

WASTE AND BORROW SOURCES:

Payment for temporary erosion control measures, except those made necessary by the Contractor's own negligence or for his own convenience, will be paid for at the appropriate contract unit price for the devices or measures utilized in borrow sources and waste areas.

No additional payment will be made for erosion control devices or permanent seeding and mulching in any commercial borrow or waste pit. All erosion and sediment control practices that may be required on a commercial borrow or waste site will be done at the Contractor's expense.

All offsite Staging Areas, Borrow and Waste sites shall be in accordance with "Borrow and Waste Site Reclamation Procedures for Contracted Projects" located at:

<https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/ContractedReclamationProcedures.pdf>

All forms and documents referenced in the "Borrow and Waste Site Reclamation Procedures for Contracted Projects" shall be included with the reclamation plans for offsite staging areas, and borrow and waste sites.

SAFETY FENCE AND JURISDICTIONAL FLAGGING:**Description**

Safety Fence shall consist of furnishing materials, installing and maintaining polyethylene or polypropylene fence along the outside riparian buffer, wetland, or water boundary, or other boundaries located within the construction corridor to mark the areas that have been approved to infringe within the buffer, wetland, endangered vegetation, culturally sensitive areas or water. The fence shall be installed prior to any land disturbing activities.

Interior boundaries for jurisdictional areas noted above shall be delineated by stakes and highly visible flagging.

Jurisdictional boundaries at staging areas, waste sites, or borrow pits, whether considered outside or interior boundaries shall be delineated by stakes and highly visible flagging.

Materials**(A) Safety Fencing**

Polyethylene or polypropylene fence shall be a highly visible preconstructed safety fence approved by the Engineer. The fence material shall have an ultraviolet coating.

Either wood posts or steel posts may be used. Wood posts shall be hardwood with a wedge or pencil tip at one end, and shall be at least 5 ft. in length with a minimum nominal 2" x 2" cross section. Steel posts shall be at least 5 ft. in length, and have a minimum weight of 0.85 lb/ft of length.

(B) Boundary Flagging

Wooden stakes shall be 4 feet in length with a minimum nominal 3/4" x 1-3/4" cross section. The flagging shall be at least 1" in width. The flagging material shall be vinyl and shall be orange in color and highly visible.

Construction Methods

No additional clearing and grubbing is anticipated for the installation of this fence. The fence shall be erected to conform to the general contour of the ground.

(A) Safety Fencing

Posts shall be set at a maximum spacing of 10 ft., maintained in a vertical position and hand set or set with a post driver. Posts shall be installed a minimum of 2 ft. into the ground. If hand set, all backfill material shall be thoroughly tamped. Wood posts may be sharpened to a dull point if power driven. Posts damaged by power driving shall be removed and replaced prior to final

acceptance. The tops of all wood posts shall be cut at a 30-degree angle. The wood posts may, at the option of the Contractor, be cut at this angle either before or after the posts are erected.

The fence geotextile shall be attached to the wood posts with one 2" galvanized wire staple across each cable or to the steel posts with wire or other acceptable means.

Place construction stakes to establish the location of the safety fence in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for the staking of the safety fence. All stakeouts for safety fence shall be considered incidental to the work being paid for as "Construction Surveying", except that where there is no pay item for construction surveying, all safety fence stakeout will be performed by state forces.

The Contractor shall be required to maintain the safety fence in a satisfactory condition for the duration of the project as determined by the Engineer.

(B) Boundary Flagging

Boundary flagging delineation of interior boundaries shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Interior boundaries may be staked on a tangent that runs parallel to buffer but must not encroach on the buffer at any location. Interior boundaries of hand clearing shall be identified with a different colored flagging to distinguish it from mechanized clearing.

Boundary flagging delineation of interior boundaries will be placed in accordance with Article 105-9 or Article 801-1 of the *Standard Specifications*. No direct pay will be made for delineation of the interior boundaries. This delineation will be considered incidental to the work being paid for as *Construction Surveying*, except that where there is no pay item or construction surveying the cost of boundary flagging delineation shall be included in the unit prices bid for the various items in the contract. Installation for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall consist of wooden stakes on 25 feet maximum intervals with highly visible orange flagging attached. Stakes shall be installed a minimum of 6" into the ground. Additional flagging may be placed on overhanging vegetation to enhance visibility but does not substitute for installation of stakes.

Installation of boundary flagging for delineation of all jurisdictional boundaries at staging areas, waste sites, or borrow pits shall be performed in accordance with Subarticle 230-4(B)(5) or Subarticle 802-2(F) of the *Standard Specifications*. No direct pay will be made for this delineation, as the cost of same shall be included in the unit prices bid for the various items in the contract.

The Contractor shall be required to maintain alternative stakes and highly visible flagging in a satisfactory condition for the duration of the project as determined by the Engineer.

Measurement and Payment

Safety Fence will be measured and paid as the actual number of linear feet of polyethylene or polypropylene fence installed in place and accepted. Such payment will be full compensation

including but not limited to furnishing and installing fence geotextile with necessary posts and post bracing, staples, tie wires, tools, equipment and incidentals necessary to complete this work.

Payment will be made under:

Pay Item	Pay Unit
Safety Fence	Linear Foot

CONCRETE WASHOUT STRUCTURE:

(12-10-20)

Description

Concrete washout structures are enclosures above or below grade to contain concrete waste water and associated concrete mix from washing out ready-mix trucks, drums, pumps, or other equipment. Concrete washouts must collect and retain all the concrete washout water and solids, so that this material does not migrate to surface waters or into the ground water. These enclosures are not intended for concrete waste not associated with wash out operations.

The concrete washout structure may include constructed devices above or below ground and or commercially available devices designed specifically to capture concrete wash water.

Materials

Item	Section
Temporary Silt Fence	1605

Safety Fence shall meet the specifications as provided elsewhere in this contract.

Geomembrane basin liner shall meet the following minimum physical properties for low permeability; it shall consist of a polypropylene or polyethylene 10 mil thick geomembrane. If the minimum setback dimensions can be achieved the liner is not required. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Construction Methods

Build an enclosed earthen berm or excavate to form an enclosure in accordance with the details and as directed.

Install temporary silt fence around the perimeter of the enclosure in accordance with the details and as directed if structure is not located in an area where existing erosion and sedimentation control devices are capable to containing any loss of sediment.

Post a sign with the words "Concrete Washout" in close proximity of the concrete washout area, so it is clearly visible to site personnel. Install safety fence as directed for visibility to construction traffic.

The construction details for the above grade and below grade concrete washout structures can be found on the following web page link:

<https://connect.ncdot.gov/resources/roadside/SoilWaterDocuments/ConcreteWashoutStructuredetail.pdf>

Alternate details for accommodating concrete washout may be submitted for review and approval.

The alternate details shall include the method used to retain and dispose of the concrete waste water within the project limits and in accordance with the minimum setback requirements. (5 feet above groundwater, 50 feet from top of bank of perennial stream, other surface water body, or wetland.)

Maintenance and Removal

Maintain the concrete washout structure(s) to provide adequate holding capacity plus a minimum freeboard of 12 inches. Remove and dispose of hardened concrete and return the structure to a functional condition after reaching 75% capacity.

Inspect concrete washout structures for damage and maintain for effectiveness.

Remove the concrete washout structures and sign upon project completion. Grade the earth material to match the existing contours and permanently seed and mulch area.

Measurement and Payment

Concrete Washout Structure will be paid for per each enclosure installed in accordance with the details. If alternate details or commercially available devices are approved, then those devices will also be paid for per each approved and installed device.

Temporary Silt Fence will be measured and paid for in accordance with Article 1605-5 of the *Standard Specifications*.

Safety Fence shall be measured and paid for as provided elsewhere in this contract.

No measurement will be made for other items or for over excavation or stockpiling.

Payment will be made under:

Pay Item	Pay Unit
Concrete Washout Structure	Each

FABRIC INSERT INLET PROTECTION DEVICE (HIGH FLOW)

(6-29-17)

Description

This work shall consist of installing, maintaining, and removing *Fabric Insert Inlet Protection Device*, of the type specified, in inlet structures (catch basins, drop inlets, etc) in areas where asphalt or concrete may prevent the proper installation of a Rock Inlet Sediment Traps Type C, or as directed.

Materials

The product shall be a fabric inlet protection device composed of a fitted woven polypropylene geotextile double sewn with nylon thread suspended sack. The *Fabric Insert Inlet Protection Device* shall be manufactured to fit the opening of the catch basin or drop inlet or shall have a deflector to direct runoff from the curb opening into the fabric sack. The *Fabric Insert Inlet Protection Device* shall have a rigid frame or support system to support the loaded weight of the product. The product shall have lifting loops for removing the device from the basin and will have dump straps attached at the bottom to facilitate the emptying of the device. The *Fabric Insert Inlet Protection Device* shall have an overflow system to allow stormwater to enter the inlet structure and avoid ponding on the roadway when the device reaches capacity

The stitching shall meet the following physical properties:

Physical	Test Method	English
Average Wide Width Strength	ASTM D-4884	165 lb/in

The fitted filter assembly shall have the following physical properties:

Physical	Test Method	English
Grab Tensile	ASTM D-4632	255 x 275 lbs
Minimum Puncture Strength	ASTM D-4833	125 lbs
Mullen Burst	ASTM D-3786	420 PSI
Minimum UV Resistance	ASTM D-4355	70 %.
Flow Rate	ASTM D-4491	200 gal/min/ft ²
Apparent Opening	ASTM D-4751	20 US Sieve
Permittivity	ASTM D-4491	1.5 sec ⁻¹

Construction Methods

Strictly comply with manufacturer's installation instructions and recommendations. Maintenance shall include regular daily inspections and after each qualifying rain event. The *Fabric Insert Inlet Protection Device* shall be emptied, cleaned and placed back into the basin when it reaches 50% capacity or as directed.

Measurement and Payment

This work will be paid for at the contract unit price per *Fabric Insert Inlet Protection Device* of the type specified, complete in place and accepted. Such payment shall be full compensation for furnishing and installing the *Fabric Insert Inlet Protection Device* in accordance with this specification and for all required maintenance.

Maintenance of the device, cleanout and disposal of accumulated sediments shall be paid for by *Fabric Insert Inlet Protection Device Cleanout*.

Payment will be made under:

Pay Item	Pay Unit
Fabric Insert Inlet Protection Device	Each
Fabric Insert Inlet Protection Device Cleanout	Each

PROJECT SPECIAL PROVISIONS

LANDSCAPING

SITE AND STREET FURNISHINGS:

Kimley-Horn and Associates, Inc.

PART 1 – GENERAL

1.1 SUMMARY

This Section includes the following: (Refer to Drawings for additional information.)

1. Benches
2. Bicycle racks

1.2 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Samples: For each type of exposed finish and for each color and texture required.
- C. Warranties: For each product specified.
- D. Maintenance Data: For all the above materials.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

Subject to compliance with requirements, provide products by qualified manufacturers for inspection and approval by Engineer. Requirements regarding domestic steel, Section 106-1(B) in the 2018 Standard Specifications, apply to this project special provision.

2.2 BENCHES

Approved 6' black steel bench with back (refer to drawings for dimensions and additional information).

- A. Contractor and Manufacturer to warranty bench against rust, chipping, cracking, and peeling for one (1) year after project substantial completion.
- B. Bench to be rated for exterior use with exposure to all climatic conditions including rain, ice, humidity, freeze/thaw, and exposure to UV rays.
- C. Bench shall be surface mounted per manufacturer instructions using weather-resistant hardware.

2.3 BICYCLE RACKS

Approved black U-shaped bike racks as depicted in detail 3 on LA-24.

- A. Bike rack is to have black powder coat finish.
- B. Contractor and Manufacturer to warranty bike rack against rust, chipping, cracking, and peeling for one (1) year after project substantial completion.
- C. Surface mount per manufacturer's instructions using weather-resistant hardware.

U-5606

LS-2

Pitt County

PART 3 – EXECUTION

Install all street furnishings per plans and manufacturer’s recommendations.

METHOD OF MEASUREMENT AND PAYMENT

The quantity of site and street furnishings will be paid for at the contract unit price per each for “Bench” and “Bike Rack” which price will be full compensation for all labor, materials, equipment, tools, and any incidentals per this special provision section.

Payment will be made under:

Bench	Each
Bike Rack.....	Each

CONCRETE PLINTH:

Kimley-Horn and Associates, Inc.

DESCRIPTION

This item consists of the installation of the concrete plinth for future art installation. Specific items include formwork, reinforcement, placement procedures, and finishes. Art installation and connection provided by others.

CONCRETE PLINTH

Concrete Plinth shall be installed per the details shown on the landscape plan and in the location specified.

Finish: Broom finish

Color: Gray

QUALITY ASSURANCE

The Contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified. All concrete shall be obtained from a single source with resources to provide components of consistent quality in appearance and physical properties.

A. Codes and Standards: Comply with provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified:

1. ACI 318, "Building Code Requirements for Reinforced Concrete.
2. Concrete Reinforcing Steel Institute (CRSI) "Manual of Standard Practice."
3. ACI 302.1 R-89 "Guide for Concrete Floor and Slab Construction".
4. ASTM C979 – Pigments for Integrally colored concrete.
5. NCDOT Standard Specifications for Roads and Structures, 2018 (including Section 106-1(B))

B. American Concrete Institute (ACI):

1. ACI 301 "Specification for Structural Concrete for Buildings."
2. ACI 302 IR "Recommended Practice for Concrete Floor and Slab Construction."
3. ACI 303.1 "Standard Specification for Cast-In-Place Architectural Concrete."

U-5606

LS-3

Pitt County

4. ACI 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing of Concrete."
5. ACI 305R "Recommended Practice for Hot Weather Concreting."
6. ACI 306R "Recommended Practice for Cold Weather Concreting."

C. American Society for Testing and Materials (ASTM):

1. ASTM C309 "Liquid Membrane-Forming Compounds for Curing Concrete."
2. ASTM C494 "Standard Specification for Chemical Admixtures for Concrete."
3. ASTM C979 "Standard Specification for Pigments for Integrally Colored Concrete."

DELIVERY, STORAGE, AND HANDLING

Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in original undamaged packages and containers until ready for installation to protect against damage, weather, vandalism, and theft. Concrete delivery shall comply with ACI 304, "Guide for Measuring, Mixing, Transporting, and Placing Concrete," and as specified.

WARRANTY

The Contractor shall provide a one-year warranty against defects in materials or workmanship for the Concrete Art Plinth. This warranty period shall begin at substantial completion of the project.

MATERIALS

The Concrete Plinth shall be constructed with Portland Cement Concrete to be 4,000 PSI at 28 days in accordance with Section 1000. #4 Rebar shall be provided in accordance with Section 1070. The Plinth shall sit on a 4" graded aggregate base in accordance with Section 520. Expansion joints shall be provided between the Plinth and any surrounding concrete connections.

PREPARATION

Compact base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 100 percent of maximum dry unit weight. Construct forms to sizes, shapes, lines, and dimensions shown to obtain accurate sizes for finished structure.

INSTALLATION

Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports and as specified.

Place reinforcement to maintain minimum coverages as indicated for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast in.

METHOD OF MEASUREMENT AND PAYMENT

U-5606

LS-4

Pitt County

The quantity of concrete plinths will be paid for at the contract unit price per each for “Concrete Plinth” which price will be full compensation for all labor, materials, concrete, rebar, base course, equipment, tools, and any incidentals per this special provision section.

Payment will be made under:

Concrete Plinth..... Each

TRASH RECEPTACLE

(Kimley-Horn and Associates, Inc.)

DESCRIPTION

This item consists of the installation of trash receptacles at the locations shown on the plans.

TRASH RECEPTACLE

Trash Receptacles shall be installed in the locations at project site designated on the plans and in accordance with the details shown in the plans. Trash receptacles shall be black powder-coated in like style and color as other site furnishings. Mounting of the trash receptacle is to be surface mount per manufacturer’s specifications.

Finish: Powder coat
Frame and Panel Color: Black

QUALITY ASSURANCE

The Contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified. All trash receptacles shall be obtained from a single source with resources to provide components of consistent quality in appearance and physical properties.

DELIVERY, STORAGE, AND HANDLING

Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in original undamaged packages and containers until ready for installation to protect against damage, weather, vandalism, and theft.

WARRANTY

The Contractor shall provide a one-year warranty against defects in materials or workmanship on all trash receptacles. This warranty period shall begin at substantial completion of the project.

MATERIALS

The trash receptacle shall be constructed of steel with aluminum side panel. Black polyethylene liner and Rotomolded polyethylene top shall be included. Requirements regarding domestic steel, Section 106-1(B) in the 2018 Standard Specifications, apply to this project special provision.

PREPARATION

U-5606

LS-5

Pitt County

All trash receptacles shall be laid out in the field by the Contractor in accordance with the construction plans and approved by the Engineer prior to installation.

INSTALLATION

Trash receptacle shall be handled and installed in accordance with the details shown in the plans and the manufacturer’s recommendations and installation instructions. Install all trash receptacles secured to hardscape, level and true to line, in correct relationship to adjacent materials per the construction plans. The Contractor shall clean the jobsite of excess materials and construction debris resulting from the installation of the trash receptacle.

MAINTENANCE

The Contractor shall provide the Resident Engineer with a copy of the manufacturer’s manual for regular maintenance and service for the trash receptacles.

METHOD OF MEASUREMENT AND PAYMENT

The quantity of the trash receptacles will be paid for at the contract unit price per each for ‘Trash Receptacles’ placed and accepted. The unit price will include all materials, mounting hardware, fabrication, shipping, excavation, concrete, and all other incidentals required to complete the installation of the trash receptacle in accordance with the detail in the plans.

Payment will be made under:

Trash Receptacle Each

BRICK SIDEWALK:

PART 1 – GENERAL

1.1 SUMMARY

The Contractor shall provide unit pavers per the project plans and details and as noted in this special provision section.

1.2 SUBMITTALS

General: Submit the following according to Conditions of the Contract and Division Specification Sections.

1. Contractor shall submit unit paver samples and manufacturer’s specifications sheet for each paver color and style specified for approval prior to construction.
2. Polymeric Joint Sand Stabilizer
3. Expansion joint sealants
4. Metal edge restraints and rebar
5. Base Materials
6. Installer’s Qualifications

1.3 PRODUCT DELIVERY

U-5606

LS-6

Pitt County

- A. Unit Pavers shall be delivered to the project site on pallets constructed with non-staining and non-discoloring materials. Materials shall be stacked off the ground and protected from damage and soiling.
- B. Limitations
 - 1. Contractor shall not proceed with unit paver construction until underground utility construction is complete.
 - 2. Contractor shall not proceed with unit paver construction until adjacent or adjoining curb, walk, drives, and/or concrete walk construction is complete.
 - 3. Requirements regarding domestic steel, Section 106-1(B) in the 2018 Standard Specifications, apply to this project special provision.

1.4 GUARANTEE

- A. The Contractor shall guarantee the unit paving for a period of one year from the date of final approval. The guarantee shall cover all defects including settling, heaving, shifting, spalling, cracking and efflorescence.
- B. The Contractor shall repair the unit paving section deemed unsatisfactory within 14 days of notification.

1.5 QUALITY ASSURANCE:

- A. Installer Qualifications: An experienced installer who has completed unit paver installations similar in material, design, and extent to that is indicated for this Project and whose work has resulted in construction with a record of successful performance.
- B. Source Limitations: Obtain each type of unit paver and setting material from one source with resources to provide materials and products of consistent quality in appearance and physical properties.

I. PART 2 – PRODUCTS

- 2.1 Aggregate base course shall be NCDOT type coarse aggregate base course (CABC) in accordance with Section 520.
- 2.2 Sand Setting Bed shall be fine aggregate in accordance with ANSI/ASTM C 33-77.
- 2.3 Bituminous Setting Bed shall meet Section 610 for Asphalt Concrete Base Course, Type B25.0C.
- 2.4 Geotextile Fabric - NCDOT Non-woven, 4 oz., used as a separation fabric in accordance with Section 1056.
- 2.5 Polymeric Joint Sand: Sand properties and gradation conforming to ASTM C-136 using gradation specifications either C-33 or C-144 or combination of both. Sand shall not contain either shale, stone dust screening or light weight aggregates.
- 2.6 Sealant: Sealant to be invisible, water based for protection against oil, grease, and water. Contractor shall submit manufacturer and product details for approval
- 2.7 Edge Restraint: contractor shall provide edge restraint sized to restrain brick pavers and meet

U-5606

LS-7

Pitt County

flush with adjacent grade.

- 2.8 Rebar: All rebar located in concrete subbase in vehicular applications shall be #3 and spaced 18" on center.
- 2.9 Unit Paver
- A. Brick 'A' - Sidewalk
 Type: Brick Paver
 Finish: Beveled edge
 Size: 3-5/8" x 7-5/8" x 2 1/4"
 Color: English Edge Dark Accent
 Pattern: Edges, borders & bands per plans (Single and Double Soldier Course)
- B. Brick 'B' - Sidewalk
 Type: Brick Paver
 Finish: Beveled edge
 Size: 3-5/8" x 7-5/8" x 2 1/4"
 Color: English Edge Full Range
 Pattern: Per plans (Herringbone, Running bond)

PART 3 – EXECUTION

3.1 EXAMINATION

Examine substrate surfaces to receive Unit Pavers, and associated work and conditions under which work will be installed. Do not proceed until unsatisfactory conditions have been corrected in a manner complying with the Contract Documents and acceptable to the Installer. Starting of work within a particular area will be construed as installer's acceptance of surface conditions.

3.2 PROTECTION AND RESTORATION

- A. Protect completed unit paver walks, from damage. Cover completed construction, subject to continued movement of installation personnel, equipment or materials, with plywood panels to protect paver alignment and prevent depressions.
- B. Restore damaged unit paver walks as directed by the City.
- C. The Contractor shall install unit pavers per manufacturer's recommendations. Discrepancies between this specification and manufacturer's recommendation, if any, shall be resolved in advance of installation and agreed to by the City.

3.3 SUBGRADE PREPARATION

- A. The Contractor shall verify subgrade elevations and correct discrepancies before proceeding with construction.
- B. The Contractor shall verify casting elevations and reset or adjust to meet flush with finished walk surface.

- C. Base course shall not be placed on frozen or muddy subgrade.
- D. Proof-roll prepared subgrade surface to check for unstable areas and areas requiring additional compaction. Proceed with unit paver installation only after deficient subgrades have been corrected and are ready to receive subbase for unit pavers.

3.4 BRICK PAVERS

A. GENERAL INSTALLATION

1. Do not use pavers with chips, cracks, voids, discolorations, and other defects that might be visible or cause staining in finished work.
2. Mix pavers from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures.
3. Cut unit pavers with motor-driven masonry wet-saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer or guillotine cuts are acceptable.
4. Tolerances: Do not exceed 1/32-inch unit-to-unit offset from flush (lippage) nor 1/8 inch in 10 feet from level, or indicated slope, for finished surface of paving.

B. SUBGRADE:

Compact subgrade to not less than 100% of the standard proctor maximum dry density at +/-2% of the optimum moisture content.

C. BASE COURSE

1. Place base course material on prepared subgrade, in 4 Inch maximum lifts, to depth required to produce compacted thickness indicated. See plans for required base and subgrade depth.
2. Shape material, to sections and elevations indicated, and compact to 95% of AASHTO T-180 (as modified by NCDOT).

D. SAND SETTING BED APPLICATIONS

1. Place, spread, and screed setting bed over geotextile fabric. Compact to depth shown in drawings.
2. Install unit pavers in colors and patterns as detailed on plans.
3. Set each unit paver with tight butting joints.
4. Tamp unit pavers to setting bed compacted thickness indicated, assuring solid bedding so brick pavers do not rock after laying.
5. Lay unit pavers true to grade allowing for positive drainage throughout 1/16-inch maximum deflection allowable at each brick paver. Unit pavers shall be flush with all surrounding concrete sidewalks and curbs.
6. Polymeric Sand Joint Treatment
 - a. Mix joint sand and organic joint sand stabilizer per manufacturer's recommendations.
 - b. Place joint sand/organic joint sand stabilizer mix over unit paver surfaces and sweep to completely fill joint voids and vibrate with a plate-type compaction until all joints are full. Joints shall be filled all the way to the

bottom of the chamber on the brick pavers.

7. Where indicated on drawings, Contractor shall install new unit pavers flush against concrete sidewalks and poured curb and gutter sections and in accordance with the details contained in the drawings. Under no circumstances shall the top of the unit pavers exceed or extend beyond the top surface of these surfaces.

E. BITUMINOUS SETTING BED APPLICATIONS

1. Place, spread, and screed setting bed over geotextile fabric in accordance with Section 610 for Asphalt Concrete Base Course, Type B25.0C. Compact to depth shown in drawings.
2. Install unit pavers in colors and patterns as detailed on plans.
3. Set each unit paver with tight butting joints.
4. Tamp unit pavers to setting bed compacted thickness indicated, assuring solid bedding so brick pavers do not rock after laying.
5. Lay unit pavers true to grade allowing for positive drainage throughout 1/16-inch maximum deflection allowable at each brick paver. Unit pavers shall be flush with all surrounding concrete sidewalks and curbs.
6. Polymeric Sand Joint Treatment
 - a. Mix joint sand and organic joint sand stabilizer per manufacturer's recommendations.
 - b. Place joint sand/organic joint sand stabilizer mix over unit paver surfaces and sweep to completely fill joint voids and vibrate with a plate-type compaction until all joints are full. Joints shall be filled all the way to the bottom of the chamber on the brick pavers.
7. Where indicated on drawings, Contractor shall install new unit pavers flush against concrete edge of crosswalks and in accordance with the details contained in the drawings. Under no circumstances shall the top of the unit pavers exceed or extend beyond the top surface of these surfaces.

F. ORGANIC SAND STABILIZER

Contractor shall install joint sand stabilizer per manufacturer's recommendations for blending with joint sand material, application into brick pavers, and activation of bonding mix.

3.5 CAULK JOINTS

Caulk joints where brick pavers are placed adjacent to existing building, walls, and other structures.

3.6 CLEANING

- A. Remove and replace brick pavers which are loose, broken, stained or otherwise damaged or do not match adjoining units as intended. Provide new matching brick pavers, install as specified.
- B. Clean all residues on surface of brick if joint stabilizer emulsifies on brick paver surface. Remove emulsion by manufacturer's recommendations.
- C. Clean brick pavers not less than six days after completion or work, using clean water and

U-5606

LS-10

Pitt County

stiff-bristle brushes. Do not use high pressure washer, wire brushes, acid type cleaning agents or other cleaning compounds with caustic or harsh fillers.

- D. Cleaning agents and methods shall be acceptable to the City.
- E. Upon completion of the work, remove from site all excess materials, debris, tools, and equipment. Repair damage resulting from work operations.

METHOD OF MEASUREMENT AND PAYMENT

The quantity of unit pavers will be paid for at the contract unit price per square yard for “Brick Sidewalk” and “Brick Crosswalk” and which price will be full compensation for all labor, materials (brick pavers, concrete slab, setting bed, tack coat, weep holes, base course), equipment, tools, and any incidentals necessary to excavate, furnish, and install the new brick pavers and supporting substructures.

Payment will be made under:

Brick Sidewalk.....	Square Yard
Brick Crosswalk	Square Yard

CONCRETE SCORING:

Kimley-Horn and Associates, Inc.

DESCRIPTION

This item consists of the implementation of the concrete scoring pattern as identified on the streetscape plans. This pattern is comprised of 2’ x 2’ square grids. The sizes of these squares may vary based upon field conditions. Plan layout shall prevail.

CONCRETE SIDEWALK

Concrete Sidewalk shall be installed per the details shown on the streetscape plan and in the location specified.

Finish: Medium broom finish perpendicular to the path of travel
Color: City of Greenville standard color

QUALITY ASSURANCE

The Contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified. All scoring shall be done in accordance with the details provided per the plans.

WARRANTY

The Contractor shall provide a one-year warranty against defects in materials or workmanship for the concrete scoring. This warranty period shall begin at substantial completion of the project.

METHOD OF MEASUREMENT AND PAYMENT

U-5606

LS-11

Pitt County

The quantity of concrete scoring will be paid for at the contract unit price on a lump sum basis, which will be full compensation for all labor, materials (tooled control joint), equipment, tools, and any incidentals per this special provision section.

Payment will be made under:

Concrete Scoring..... Lump Sum

EXTERIOR PLANTING:

Kimley-Horn and Associates, Inc.

PART 1 – GENERAL

1.1 SUMMARY

Section Includes:

1. Trees
2. Shrubs
3. Ground cover
4. Perennials
5. Landscape Fabric
6. Topsoil
7. Soil Amendments
8. Fertilizer
9. Mulches
10. Planting Soil Mix

1.2 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Balled and Burlapped Stock: Exterior plants dug with firm, natural balls of earth in which they are grown, with ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of tree or shrub required; wrapped, tied, rigidly supported, and drum laced as recommended by ANSI Z60.1.
- C. Container-Grown Stock: Healthy, vigorous, well-rooted exterior plants grown in a container with well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of exterior plant required.
- D. Finish Grade: Elevation of finished surface of planting soil.
- E. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- F. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- G. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, before placing planting soil.
- H. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.

- B. Samples for Verification: For each of the following:
1 lb of organic mulch, in labeled plastic bags.
- C. Qualification Data: For qualified landscape Installer.
- D. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:
 - 1. Manufacturer's certified analysis for standard products.
 - 2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
- E. Material Test Reports: For existing surface soil and imported topsoil.
- F. Planting Schedule: Indicating anticipated planting dates for exterior plants.
- G. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of exterior plants during a calendar year. Submit before expiration of required maintenance periods.
- H. Warranty: Sample of special warranty.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Those submitting bids shall be currently registered with the North Carolina Landscape Contractors Registration Board, and have been actively and directly engaged in landscape installations of similar scope, size and complexity and proof of three (3) or more successful installations in the past two years that demonstrate successful projects of the magnitude and scope represented in this project.
- B. Installer's Field Supervision: Require Installer to maintain an experienced full-time, fluent English-speaking, supervisor on Project site when planting is in progress.
- C. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- D. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of topsoil. Report suitability of topsoil for plant growth. State-recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory topsoil.
- E. Plant names indicated comply with the "Standard Plant Names" as adopted by the latest edition of the American Joint Committee of Horticulture Nomenclature. Names of varieties not listed must conform to genus and species as accepted by the nursery trade. Provide stock true to botanical name and legibly tagged.
- F. Comply with sizing and grading standards of the latest edition of ANSI Z60-1 – "American Standards for Nursery Stock."
- G. Tree and Shrub Measurements: Measure according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches above the ground for trees up to 4-inch caliper size, and 12 inches above the ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.
- H. Observation: Engineer may observe trees and shrubs either at place of growth or at site before planting for compliance with requirements for genus, species, variety, size, and quality. Engineer retains right to observe trees and shrubs further for size and condition of balls and root systems, insects, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site. Notify Engineer of sources of planting materials 90 days in advance of delivery to site.

- I. Pre-installation Conference: Conduct conference at Project site.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Do not prune trees and shrubs before delivery except as approved by Engineer. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of exterior plants during delivery. Do not drop exterior plants during delivery and handling.
- B. Handle planting stock by root ball.
- C. Deliver exterior plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set exterior plants and trees in shade, protect from weather and mechanical damage, and keep roots moist.
1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
 2. Do not remove container-grown stock from containers before time of planting.
 3. Water root systems of exterior plants stored on-site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

1.6 PROJECT CONDITIONS

Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed according to manufacturer's written instructions and warranty requirements.

1.7 WARRANTY

- A. Special Warranty: Installer's standard form in which Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
- B. Failures include, but are not limited to, the following:
1. Death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, abuse by Owner, or incidents that are beyond Contractor's control.
 2. Structural failures including plantings falling or blowing over.
 3. Faulty operation of tree stabilization and tree grates.
 4. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
- C. Warranty Periods from Date of Project Substantial Completion:
1. Trees and Shrubs: One year.
 2. Ground Cover: One year.
- D. Include the following remedial actions as a minimum:
1. Remove dead exterior plants immediately. Replace immediately unless required to plant in the succeeding planting season.
 2. Replace exterior plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
 3. Provide extended warranty for replaced plant materials; warranty period equal to original warranty period.

1.8 MAINTENANCE SERVICE

U-5606

LS-14

Pitt County

- A. Initial Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until plantings are accepted by Owner.
- B. Trees: Maintain during warranty period by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, tightening and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required to keep trees free of insects and disease.

PART 2 - PRODUCTS**2.1 TREE AND SHRUB MATERIAL**

- A. General: Furnish nursery-grown trees and shrubs complying with ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
- B. Provide trees and shrubs of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Engineer, with a proportionate increase in size of roots or balls.
- C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which shall begin at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
- D. Label each tree and shrub with securely attached, waterproof tag bearing legible designation of botanical and common name.
- E. Label at least one tree and one shrub of each variety and caliper with a securely attached, waterproof tag bearing legible designation of botanical and common name.
- F. If formal arrangements or consecutive order of trees or shrubs is shown, select stock for uniform height and spread, and number label to assure symmetry in planting.

2.2 SHADE AND FLOWERING TREES

Type 1 Shade Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, complying with ANSI Z60.1 for type of trees required.

- A. Provide balled and burlapped trees.

2.3 BROADLEAF EVERGREENS

Form and Size: Normal-quality, well-balanced, broadleaf evergreens, of type, height, spread, and shape required, complying with ANSI Z60.1.

2.4 GROUND COVERS/PERENNIALS

Ground Cover: Provide ground cover of species indicated, established and well rooted in pots or similar containers, and complying with ANSI Z60.1.

Perennials: Provide healthy, disease-free plants of species and variety shown or listed. Provide only plants that are acclimated to outdoor conditions before delivery and that are in bud but not yet in bloom. Contractor to provide samples of plant for owner approval prior to installation.

2.5 TOPSOIL

- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 15 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.
- B. Topsoil Source: Import topsoil or manufactured topsoil from off-site sources. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from agricultural land, bogs or marshes.

2.6 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural limestone containing a minimum of 80 percent calcium carbonate equivalent and as follows:
 - 1. Class: T, with a minimum of 99 percent passing through No. 8 sieve and a minimum of 75 percent passing through No. 60 sieve.
 - 2. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through No. 60 sieve.
 - 3. Provide lime in form of dolomitic limestone.
- B. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, with a minimum of 99 percent passing through No. 6 sieve and a maximum of 10 percent passing through No. 40 sieve.
- C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- D. Aluminum Sulfate: Commercial grade, unadulterated.
- E. Agricultural Gypsum: Finely ground, containing a minimum of 90 percent calcium sulfate.
- F. Sand: Clean, washed, natural or manufactured, free of toxic materials.
- G. Diatomaceous Earth: Calcined, diatomaceous earth, 90 percent silica, with approximately 140 percent water absorption capacity by weight.

2.7 ORGANIC SOIL AMENDMENTS

Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 7; moisture content 35 to 55 percent by weight; 100 percent passing through 1/2-inch sieve; soluble salt content of 550 ppm; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

Organic Matter Content: 50 to 60 percent of dry weight.

2.8 FERTILIZER

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
 - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.
- B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

U-5606

LS-16

Pitt County

2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.

2.9 MULCH

Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of Pine Bark Mulch per City of Greenville Parks and Urban Services standards.

Mulch shall be triple shredded hardwood (contractor shall submit sample for approval).

- 2.10 PLANTING SOIL MIX: Planting Soil Mix: Approved imported topsoil as amended by soil test recommendation.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive exterior plants for compliance with requirements and conditions affecting installation and performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, and lawns and existing exterior plants from damage caused by planting operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Engineer's acceptance of layout before planting. Make minor adjustments as required.
- D. Lay out exterior plants at locations directed by Engineer. Stake locations of individual trees and shrubs and outline areas for multiple plantings.
- E. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

3.3 PLANTING BED ESTABLISHMENT

- A. Loosen subgrade of planting beds to a minimum depth of 8 inches. Remove stones larger 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 1. Apply approved imported topsoil as amended by soil test recommendations.
 2. Spread planting soil mix to a depth of 6- 8" inches but not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet. Spread approximately one-half the thickness of planting soil mix over loosened subgrade. Mix thoroughly into top 4 inches of subgrade. Spread remainder of planting soil mix.
- B. Finish Grading: Grade planting beds to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.
- C. Before planting, restore planting beds if eroded or otherwise disturbed after finish grading.

3.4 EXCAVATION FOR TREES AND SHRUBS

- A. Excavate circular pits with sides sloped outward per planting details. Trim base leaving center area raised slightly to support root ball and assist in drainage. Do not further disturb base. Scarify sides of plant pit smeared or smoothed during excavation.
 - 1. Excavate approximately three times as wide as ball diameter for balled and burlapped, container-grown stock.
 - 2. If drain tile is shown or required under planted areas, excavate to top of porous backfill over tile.
- B. Subsoil removed from excavations may be used as backfill. Dispose of any unsuitable subsoil removed from excavations.
- C. Obstructions: Notify Engineer if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
- D. Drainage: Notify Engineer if subsoil conditions evidence unexpected water seepage or retention in tree or shrub pits. Contractor to perform soil percolation test prior to installation of plant material. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

3.5 TREE AND SHRUB PLANTING

- A. Before planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. Inspect tree trunks for injury, improper pruning, and insect infestation; take corrective measures required.
- B. Set balled and burlapped stock plumb and in center of pit with top of root ball 1” -2” inches above adjacent finish grades.
 - 1. Remove top 1/3 of burlap and wire baskets from tops of root balls and partially from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
 - 2. Place planting soil mix around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.
 - 3. If top of the root ball has been covered with excess soil from the nursery digging operation, carefully remove the excess soil down to the original root collar. Do not remove excess from under root collar.
- C. Set container-grown stock plumb and in center of pit or trench with top of root ball 2” to 3” inches adjacent finish grades.
 - 1. Carefully remove root ball from container without damaging root ball or plant.
 - 2. Place planting soil mix around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.
 - 4. Organic Mulching: Apply 2” - 3” inch average thickness of organic mulch extending as shown on drawings immediately after planting thoroughly water mulched areas. After watering, rake mulch to provide a uniform, finished surface. Do not place mulch within 6 inches of trunks or stems.

3.6 TREE AND SHRUB PRUNING

- A. Remove only dead, dying, or broken branches. Do not prune for shape.

3.7 GROUND COVER/ PERENNIAL PLANTING

- A. Set out and space ground cover and plants as indicated on plans.
- B. Dig holes large enough to allow spreading of roots and backfill with planting soil.
- C. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
- D. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- E. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.8 PLANT MAINTENANCE

- A. Tree and Shrub Maintenance: Maintain plantings by cultivating, watering, weeding, fertilizing, restoring planting saucers, adjusting and repairing stakes supports and root-ball stabilization, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray or treat as required to keep trees and shrubs free of insects and disease.
- B. Ground Cover and Plant Maintenance: Maintain and establish plantings by watering, weeding, fertilizing, mulching, and other operations as required to establish healthy, viable plantings.

3.9 CLEANUP AND PROTECTION

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition.
- B. Protect exterior plants from damage due to landscape operations, operations by other Contractors and trades, and others. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

3.10 DISPOSAL: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

3.11 FINAL ACCEPTANCE

- A. Plantings will be inspected at the Contractor's request upon completion of installation and a punch list will be prepared including those items necessary to receive final acceptance. Inspection shall be performed by the Resident Engineer. Inspection to determine final acceptance of plantings will be made upon Contractor's request. Provide notification at least 10 working days prior to requested inspection date. Plantings shall be accepted provided all requirements have been complied with and plant materials are alive and in healthy, vigorous condition.
- B. Upon acceptance (as confirmed in writing by the Engineer) of the landscaping operations, the Owner shall assume maintenance from the Contractor.

METHOD OF MEASUREMENT AND PAYMENT

The quantity for landscaping installation will be made at the contract unit price per each completed and accepted. Such price and payment is considered full compensation for all equipment, materials, labor, tools,

U-5606

LS-19

Pitt County

backfill, and incidentals necessary to complete each satisfactorily.

Payment will be made under:

Cercis canadensis – Eastern Redbud	Each
Halesia Carolina – Silverbell.....	Each
Juniperus communis depressa ‘Aurea’ – Yellow Dwarf Juniper.....	Each
Myrica cerifera – Wax Myrtle.....	Each
Dasiphora fruticosa ‘Pink Beauty’ – Shrubbery Cinquefoil.....	Each
Perennials and Grasses.....	Square Foot

SEEDING:

Kimley-Horn and Associates, Inc.

PART 1 – GENERAL

1.1 SUMMARY

- A. Furnish all labor, material, equipment, supervision and related services necessary or incidental to the installation of the Work as shown or indicated on the Drawings and/or as specified.
- B. Section Includes:
 - 1. Preparation of subsoil.
 - 2. Seeding

1.2 DEFINITIONS

- A. Weeds: Any plant life not specified or scheduled.

1.3 SUBMITTALS

- A. Receipts for all fertilizer, and seed.
- B. Seed Source (Certifications).
- C. Topdress Fertilizer (Certifications).

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver grass seed in sealed containers. Seed in damaged packaging is not acceptable.
- B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.
- C. Comply with regulatory agencies for fertilizer and herbicide composition.

1.5 INSPECTIONS

- A. Submit written requests for inspections to the Resident Engineer at least seven

U-5606

LS-20

Pitt County

(7) days prior to anticipated inspection date.

1.6 WARRANTY

- A. Time Period: Warrant that all lawns and grasses shall be in a healthy and flourishing condition of active growth six (6) months from date of Final Acceptance.
- B. Appearance During Warranty:
- C. Lawns: Shall be free of dead or dying patches, and all areas shall show foliage of a normal density, size and color. Complete lush cover with no brown sections or cracks showing.
- D. Delays: All delays in completion of planting operations which extend the planting into more than one planting season shall extend the Warranty Period correspondingly.
- E. Exceptions: Contractor shall not be held responsible for failures due to neglect by Owner, vandalism, etc., during Warranty Period. Report such conditions in writing.
- F. Replacements: Replace, without cost to Owner, and as soon as weather conditions permit, all lawns and grasses not in a vigorous, thriving condition, as determined by Resident Engineer during and at the end of Warranty Period.

1.7 MAINTENANCE

- A. Maintain seeded lawn areas, including watering, spot weeding, fertilizing, mowing, applications of herbicides, fungicides, insecticides and reseeding until a full, uniform stand of grass free of weeds, undesirable grass species, disease and insects is achieved and accepted by the Resident Engineer.
- B. Water daily to maintain adequate surface soil moisture for proper seed germination and establish proper rooting of seed. Continue daily watering for not less than 30 days. Thereafter apply ½" of water twice weekly until acceptance.
- C. Repair, re-work, and re-seed all areas that are washed out, eroded, or do not catch, promptly until suitable cover is established.
- D. Fertilize with organic fertilizer after germination, but prior to first mowing.
- E. Mow Lawn areas as soon as lawn top growth exceeds a 2 1/2" height. Cut back to 1 ½-2" in height. Repeat mowing as required to maintain specified height.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Topsoil: Dark brown fertile friable loamy topsoil, screened to remove rocks, clay lumps, clods, and vegetative material, and reasonably free of weeds and grasses. Physical make-up includes clay content between 7-27 percent, silt content between 15-35 percent, sand content less than 52 percent, and organic matter content between 4-12 percent of total dry weight.

2.2 SEED

- A. Centipede grass - *Eremochloa ophiuroides*

U-5606

LS-21

Pitt County

2.3 ACCESSORIES

- A. Mulching Material: Prepared wood cellulose fiber, dust form, free of growth or germination inhibiting ingredients.
- B. Fertilizer: Complete Commercial Fertilizer; recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil, as indicated by analysis.
- C. Water: Clean, fresh, and free of substances or matter which could inhibit vigorous growth of grass.
- D. Erosion Fabric: Matting where necessary to prevent soil erosion.

PART 3 – EXECUTION**3.1 EXAMINATION**

Examine substrate surfaces to receive seed and associated work and conditions under which work will be installed. Do not proceed until unsatisfactory conditions have been corrected in a manner complying with the Contract Documents and acceptable to the installer. Starting of work within a particular area will be constructed as Installers acceptance of surface conditions.

3.2 PREPARATION

- A. Once subsoil is lightly but firmly re-compacted, spread existing stockpiled topsoil over areas to be seeded to a 2" depth minimum after natural settlement occurs.
- B. Final Grading:
 - 1. Stones, Weeds, Debris: Verify that all areas to receive lawns (as indicated in Drawings) are clear of stones larger than 1" diameter, weeds, debris and other extraneous materials.
 - 2. Grades: Verify that grades are within 1", plus or minus, of the required finished grades. Verify that soil preparation and fertilization has been installed in another section. Report all variations in writing.
- C. Soil Moisture:
 - 1. Excessive Moisture: Do not commence work of this section when soil moisture content is so great that excessive compaction will occur, nor when it is so dry that dust will form in air or clods will not break readily.
 - 2. Inadequate Moisture: Apply water, as necessary, to bring soil to an optimum moisture content for planting.

3.3 INSTALLATION

- A. Prepare the soil for seeding by tilling then smoothing and raking the lawn to the point of having a smooth, firm seedbed. Plant seed according to the coverage rate on the package. Lightly rake the seedbed to cover the seed no more than ¼" deep. Mulch the seeded area lightly with wheat straw or pine straw. Water daily for 30 days, keeping the seedbed

U-5606

LS-22

Pitt County

moist at all times.

3.4 PROTECTION

- A. After application, the Contractor shall not operate any equipment over the covered area.
- B. Cover seeded slopes where grade is 4 inches per foot or greater with erosion fabric. Roll fabric onto slopes without stretching or pulling.
- C. Lay fabric smoothly on surface, bury top end of each section in 6 inch deep excavated topsoil trench. Provide 12 inch overlap of adjacent rolls. Backfill trench and rake smooth, level with adjacent soil.
- D. Secure outside edges and overlaps at 36 inch intervals with stakes.
- E. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.
- F. At sides of ditches, lay fabric laps in direction of water flow. Lap ends and edges minimum 6 inches.

3.5 CLEANING

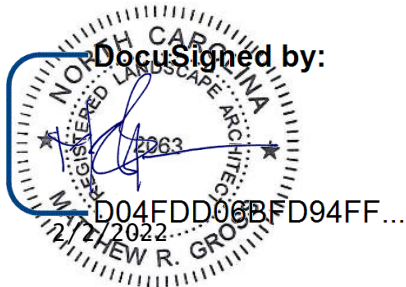
- A. General: Keep all areas of work clean, neat and orderly at all times. Keep all paved areas clean during planting operations.
- B. Debris: Clean up and remove all deleterious materials and debris from the entire work area prior to Final Acceptance.

METHOD OF MEASUREMENT AND PAYMENT

The quantity of seeding as described in this special provision section will be paid for at the contract unit price per square foot for "Seeding", which price will be full compensation for all labor, materials, equipment, tools, and any incidentals per this section.

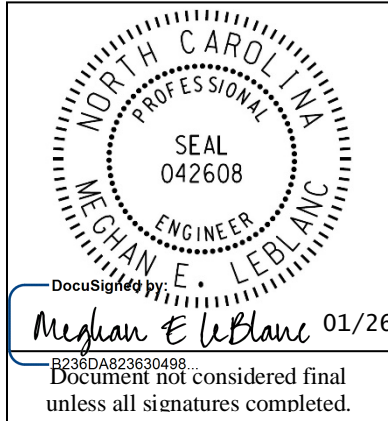
Payment will be made under:

Seeding.....Square Foot



Signals and Intelligent Transportation Systems
Project Special Provisions
(Version 18.6)

Prepared By: MEL
26-Jan-22



Contents

1. 2018 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES 4

1.1. GENERAL REQUIREMENTS – CONSTRUCTION METHODS (1700-3(K))..... 4

1.2. GENERAL REQUIREMENTS – CONSTRUCTION METHODS (1700-3(M))..... 4

1.3. WOOD POLES – CONSTRUCTION METHODS (1720-3) 4

2. SIGNAL HEADS..... 4

2.1. MATERIALS 4

A. General: 4

B. Vehicle Signal Heads: 6

C. Pedestrian Signal Heads: 9

D. Signal Cable:..... 10

3. CONTROLLERS WITH CABINETS 11

3.1. MATERIALS – GENERAL CABINETS 11

3.2. MATERIALS – TYPE 170E CABINETS 12

A. Type 170 E Cabinets General: 12

B. Type 170 E Cabinet Electrical Requirements: 12

C. Type 170 E Cabinet Physical Requirements: 19

D. Model 2018 Enhanced Conflict Monitor: 22

E. Preemption and Sign Control Box..... 32

3.3. MATERIALS – TYPE 170 DETECTOR SENSOR UNITS 35

3.4. MATERIALS – TYPE 2070E CONTROLLERS..... 35

4. MICROWAVE VEHICLE DETECTION SYSTEM - MULTIPLE DETECTION ZONES..... 35

4.1. DESCRIPTION 35

4.2. MATERIALS 35

4.3. CONSTRUCTION METHODS..... 36

4.4. MEASUREMENT AND PAYMENT 37

5. METAL POLE SUPPORTS 37

5.1. METAL POLES 37

A. General: 37

B. Materials:..... 39

C. Design: 40

D. Strain Poles:..... 42

E. Mast Arm Poles:..... 43

F. Luminaire Arms:..... 44

5.2. DRILLED PIER FOUNDATIONS FOR METAL POLES 44

A. Description: 45

B. Soil Test and Foundation Determination: 46

C. Drilled Pier Construction:..... 48

5.3. METAL POLE REMOVALS 48

A. Description: 48

- B. Construction Methods: 48
- 5.4. POLE NUMBERING SYSTEM..... 48
 - A. New Poles..... 48
- 5.5. MEASUREMENT AND PAYMENT 49
- 6. PROTECTIVE COATING FOR METAL POLES..... 49**
 - 6.1. DESCRIPTION..... 49
 - 6.2. MATERIALS 49
 - 6.3. COATING SHOP APPROVAL..... 50
 - 6.4. POWDER COATING 51
 - A. Galvanizing..... 51
 - B. Surface Preparation 51
 - C. Powder Coating Application and Curing..... 51
 - D. Quality Control 52
 - E. Storage, Shipping, and Handling..... 52
 - F. Repair of Powder Coated Material..... 52
 - 6.5. ACRYLIC PRIMER AND TOP COAT PAINT SYSTEM..... 52
 - A. Description..... 52
 - B. Surface Preparation 53
 - C. Materials..... 53
 - D. Painting..... 53
 - E. Curing..... 54
 - F. Inspection 54
 - G. Handling 54
 - H. Repair of Damaged Coating..... 54
 - 6.6. MEASUREMENT AND PAYMENT 54
- 7. JUNCTION BOX MARKERS..... 55**
 - 7.1. DESCRIPTION 55
 - 7.2. MATERIALS 55
 - A. Junction Box Markers..... 55
 - 7.3. CONSTRUCTION METHODS..... 56
 - A. Junction Box Markers..... 56
 - 7.4. MEASUREMENT AND PAYMENT 57
- 8. BACK PULL FIBER OPTIC CABLE..... 57**
 - 8.1. DESCRIPTION 57
 - 8.2. CONSTRUCTION..... 57
 - 8.3. MEASUREMENT AND PAYMENT 57
- 9. ETHERNET EDGE SWITCH..... 57**
 - 9.1. DESCRIPTION 58
 - A. Ethernet Edge Switch: 58
 - B. Network Management: 58
 - 9.2. MATERIALS 58
 - A. General: 58
 - B. Compatibility Acceptance..... 58
 - C. Standards: 58
 - D. Functional: 59
 - E. Physical Features:..... 59
 - F. Management Capabilities: 60
 - G. Electrical Specifications: 61
 - H. Environmental Specifications: 61
 - I. Ethernet Patch Cable: 62
 - 9.3. CONSTRUCTION METHODS..... 62
 - A. General: 62
 - B. Edge Switch: 63

9.4. MEASUREMENT AND PAYMENT 63

10. DIGITAL CCTV CAMERA ASSEMBLY 63

10.1. DESCRIPTION..... 63

 A. General 63

 B. Camera and Lens..... 64

 C. Camera Housing..... 65

 D. Pan and Tilt Unit..... 65

 E. Video Ethernet Encoder..... 65

 F. Control Receiver/Driver 66

 G. Electrical..... 66

 H. CCTV Camera Attachment to Pole 66

 I. Riser 66

 J. Data line Surge Suppression 67

 K. POE Injector 67

10.2. CONSTRUCTION METHODS 68

 A. General 68

 B. Electrical and Mechanical Requirements..... 68

10.3. GENERAL TEST PROCEDURE..... 68

10.4. COMPATIBILITY TESTS 69

 A. CCTV System 69

10.5. OPERATIONAL FIELD TEST (ON-SITE COMMISSIONING)..... 69

 A. CCTV System 69

10.6. MEASUREMENT AND PAYMENT 71

1. 2018 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES

The 2018 Standard Specifications are revised as follows:

1.1. GENERAL REQUIREMENTS – Construction Methods (1700-3(K))

Page 17-4, revise sentence starting on line 14 to read “Modify existing electrical services, as necessary, to meet the grounding requirements of the NEC, these *Standard Specifications*, *Standard Drawings*, and the project plans.”

Page 17-4, revise sentence beginning on line 21 to read “Furnish and install additional ground rods to grounding electrode system as necessary to meet the *Standard Specifications*, *Standard Drawings*, and test requirements.”

1.2. GENERAL REQUIREMENTS – Construction Methods (1700-3(M))

Page 17-4, Replace the sentence beginning on line 41 with “Prior to placing signal in the steady (stop-and-go) mode, the signal should be placed in the flashing mode for up to 7 days or as directed by the Engineer. The signal should not be placed in the steady (stop-and-go) mode on a Saturday or Sunday without prior approval from the Engineer. Do not place the signal in steady (stop-and-go) mode until inspected and without the prior approval of the Engineer.”

1.3. WOOD POLES – Construction Methods (1720-3)

Page 17-18, revise sentence starting on line 13 to read “On new Department-owned poles, install a grounding system consisting of #6 AWG solid bare copper wire that is mechanically crimped using an irreversible compression tool with die to a single ground rod installed at base of pole or to the electrical service grounding electrode system located within 10 feet of the pole.”

2. SIGNAL HEADS

2.1. MATERIALS

A. General:

Fabricate vehicle signal head housings and end caps from die-cast aluminum. Fabricate 12-inch and 16-inch pedestrian signal head housings and end caps from die-cast aluminum. Fabricate 9-inch pedestrian signal head housings, end caps, and visors from virgin polycarbonate material. Provide visor mounting screws, door latches, and hinge pins fabricated from stainless steel. Provide interior screws, fasteners, and metal parts fabricated from stainless steel.

Fabricate tunnel and traditional visors from sheet aluminum.

Paint all surfaces inside and outside of signal housings and doors. Paint outside surfaces of tunnel and traditional visors, wire outlet bodies, wire entrance fitting brackets and end caps when supplied as components of messenger cable mounting assemblies, pole and pedestal mounting assemblies, and pedestrian pushbutton housings. Have electrostatically-applied, fused-polyester paint in highway yellow (Federal Standard 595C, Color Chip Number 13538) a minimum of 2.5 to 3.5 mils thick. Do not apply paint to the latching hardware, rigid vehicle signal head mounting brackets for mast-arm attachments, messenger cable hanger components or balance adjuster components.

Have the interior surfaces of tunnel and traditional visors painted an alkyd urea black synthetic baking enamel with a minimum gloss reflectance and meeting the requirements of MIL-E-10169, “Enamel Heat Resisting, Instrument Black.”

Where required, provide polycarbonate signal heads and visors that comply with the provisions pertaining to the aluminum signal heads listed on the QPL with the following exceptions:

Fabricate signal head housings, end caps, and visors from virgin polycarbonate material. Provide UV stabilized polycarbonate plastic with a minimum thickness of 0.1 ± 0.01 inches that is highway yellow (Federal Standard 595C, Color Chip 13538). Ensure the color is incorporated into the plastic material before molding the signal head housings and end caps. Ensure the plastic formulation provides the following physical properties in the assembly (tests may be performed on separately molded specimens):

Test	Required	Method
Specific Gravity	1.17 minimum	ASTM D 792
Flammability	Self-extinguishing	ASTM D 635
Tensile Strength, yield, PSI	8500 minimum	ASTM D 638
Izod impact strength, ft-lb/in [notched, 1/8 inch]	12 minimum	ASTM D 256

For pole mounting, provide side of pole mounting assemblies with framework and all other hardware necessary to make complete, watertight connections of the signal heads to the poles and pedestals. Fabricate the mounting assemblies and frames from aluminum with all necessary hardware, screws, washers, etc. to be stainless steel. Provide mounting fittings that match the positive locking device on the signal head with the serrations integrally cast into the brackets. Provide upper and lower pole plates that have a 1 ¼-inch vertical conduit entrance hubs with the hubs capped on the lower plate and 1 ½-inch horizontal hubs. Ensure that the assemblies provide rigid attachments to poles and pedestals so as to allow no twisting or swaying of the signal heads. Ensure that all raceways are free of sharp edges and protrusions, and can accommodate a minimum of ten Number 14 AWG conductors.

For pedestal mounting, provide a post-top slipfitter mounting assembly that matches the positive locking device on the signal head with serrations integrally cast into the slipfitter. Provide stainless steel hardware, screws, washers, etc. Provide a minimum of six 3/8 X 3/4-inch long square head bolts for attachment to pedestal. Provide a center post for multi-way slipfitters.

For light emitting diode (LED) traffic signal modules, provide the following requirements for inclusion on the Department's Qualified Products List for traffic signal equipment.

1. Sample submittal,
2. Third-party independent laboratory testing results for each submitted module with evidence of testing and conformance with all of the Design Qualification Testing specified in section 6.4 of each of the following Institute of Transportation Engineers (ITE) specifications:
 - Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement
 - Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement
 - Pedestrian Traffic Control Signal Indications –Light Emitting Diode (LED) Signal Modules.

(Note: The Department currently recognizes two approved independent testing laboratories. They are Intertek ETL Semko and Light Metrics, Incorporated with Garwood Laboratories. Independent laboratory tests from other laboratories may be considered as part of the QPL submittal at the discretion of the Department,

3. Evidence of conformance with the requirements of these specifications,

4. A manufacturer's warranty statement in accordance with the required warranty, and
5. Submittal of manufacturer's design and production documentation for the model, including but not limited to, electrical schematics, electronic component values, proprietary part numbers, bill of materials, and production electrical and photometric test parameters.
6. Evidence of approval of the product to bear the Intertek ETL Verified product label for LED traffic signal modules.

In addition to meeting the performance requirements for the minimum period of 60 months, provide a written warranty against defects in materials and workmanship for the modules for a period of 60 months after installation of the modules. During the warranty period, the manufacturer must provide new replacement modules within 45 days of receipt of modules that have failed at no cost to the State. Repaired or refurbished modules may not be used to fulfill the manufacturer's warranty obligations. Provide manufacturer's warranty documentation to the Department during evaluation of product for inclusion on Qualified Products List (QPL).

B. Vehicle Signal Heads:

Comply with the ITE standard "Vehicle Traffic Control Signal Heads". Provide housings with provisions for attaching backplates.

Provide visors that are 8 inches in length for 8-inch vehicle signal head sections. Provide visors that are 10 inches in length for 12-inch vehicle signal heads.

Provide a termination block with one empty terminal for field wiring for each indication plus one empty terminal for the neutral conductor. Have all signal sections wired to the termination block. Provide barriers between the terminals that have terminal screws with a minimum Number 8 thread size and that will accommodate and secure spade lugs sized for a Number 10 terminal screw.

Mount termination blocks in the yellow signal head sections on all in-line vehicle signal heads. Mount the termination block in the red section on five-section vehicle signal heads.

Furnish vehicle signal head interconnecting brackets. Provide one-piece aluminum brackets less than 4.5 inches in height and with no threaded pipe connections. Provide hand holes on the bottom of the brackets to aid in installing wires to the signal heads. Lower brackets that carry no wires and are used only for connecting the bottom signal sections together may be flat in construction.

For messenger cable mounting, provide messenger cable hangers, wire outlet bodies, balance adjusters, bottom caps, wire entrance fitting brackets, and all other hardware necessary to make complete, watertight connections of the vehicle signal heads to the messenger cable. Fabricate messenger cable hanger components, wire outlet bodies and balance adjuster components from stainless steel or malleable iron galvanized in accordance with ASTM A153 (Class A) or ASTM A123. Provide serrated rings made of aluminum. Provide messenger cable hangers with U-bolt clamps. Fabricate washers, screws, hex-head bolts and associated nuts, clevis pins, cotter pins, U-bolt clamps and nuts from stainless steel.

For mast-arm mounting, provide rigid vehicle signal head mounting brackets and all other hardware necessary to make complete, watertight connections of the vehicle signal heads to the mast arms and to provide a means for vertically adjusting the vehicle signal heads to proper alignment. Fabricate the mounting assemblies from aluminum, and provide serrated rings made of aluminum. Provide stainless steel cable attachment assemblies to secure the brackets to the mast arms. Ensure all fastening hardware and fasteners are fabricated from stainless steel.

Provide LED vehicular traffic signal modules (hereafter referred to as modules) that consist of an assembly that uses LEDs as the light source in lieu of an incandescent lamp for use in traffic signal

sections. Use LEDs that are aluminum indium gallium phosphorus (AlInGaP) technology for red and yellow indications and indium gallium nitride (InGaN) for green indications. Install the ultra bright type LEDs that are rated for 100,000 hours of continuous operation from -40°F to +165°F. Design modules to have a minimum useful life of 60 months and to meet all parameters of this specification during this period of useful life.

For the modules, provide spade terminals crimped to the lead wires and sized for a #10 screw connection to the existing terminal block in a standard signal head. Do not provide other types of crimped terminals with a spade adapter.

Ensure the power supply is integral to the module assembly. On the back of the module, permanently mark the date of manufacture (month & year) or some other method of identifying date of manufacture.

Tint the red, yellow and green lenses to correspond with the wavelength (chromaticity) of the LED. Transparent tinting films are unacceptable. Provide a lens that is integral to the unit with a smooth outer surface.

1. LED Circular Signal Modules:

Provide modules in the following configurations: 12-inch circular sections, and 8-inch circular sections. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2018 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement" dated June 27, 2005 (hereafter referred to as VTCSH Circular Supplement) and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the VTCSH Circular Supplement:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
12-inch red circular	17	11
8-inch red circular	13	8
12-inch green circular	15	15
8-inch green circular	12	12

For yellow circular signal modules, provide modules tested under the procedures outlined in the VTCSH Circular Supplement to insure power required at 77° F is 22 Watts or less for the 12-inch circular module and 13 Watts or less for the 8-inch circular module.

Note: Use a wattmeter having an accuracy of $\pm 1\%$ to measure the nominal wattage and maximum wattage of a circular traffic signal module. Power may also be derived from voltage, current and power factor measurements.

2. LED Arrow Signal Modules

Provide 12-inch omnidirectional arrow signal modules. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2018 or most recent Qualified Products List. In addition, provide

manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the requirements for 12-inch omnidirectional modules specified in the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Vehicle Arrow Traffic Signal Supplement" dated July 1, 2007 (hereafter referred to as VTCSH Arrow Supplement) and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the VTCSH Arrow Supplement:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
12-inch red arrow	12	9
12-inch green arrow	11	11

For yellow arrow signal modules, provide modules tested under the procedures outlined in the VTCSH Arrow Supplement to insure power required at 77° F is 12 Watts or less.

Note: Use a wattmeter having an accuracy of $\pm 1\%$ to measure the nominal wattage and maximum wattage of an arrow traffic signal module. Power may also be derived from voltage, current and power factor measurements.

3. LED U-Turn Arrow Signal Modules:

Provide modules in the following configurations: 12-inch left u-turn arrow signal modules and 12-inch right u-turn arrow signal modules.

Modules are not required to be listed on the ITS and Signals Qualified Products List. Provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE "Vehicle Traffic Control Signal Heads – Light Emitting Diode (LED) Circular Signal Supplement" dated June 27, 2005 (hereafter referred to as VTCSH Circular Supplement) and other requirements stated in this specification.

Provide modules that have minimum maintained luminous intensity values that are not less than 16% of the values calculated using the method described in section 4.1 of the VTCSH Circular Supplement.

Provide modules that meet the following requirements when tested under the procedures outlined in the VTCSH Circular Supplement:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
12-inch red u-turn arrow	17	11
12-inch green u-turn arrow	15	15

For yellow u-turn arrow signal modules, provide modules tested under the procedures outlined in the VTCSH Circular Supplement to ensure power required at 77° F is 22 Watts or less.

Note: Use a wattmeter having an accuracy of $\pm 1\%$ to measure the nominal wattage and maximum wattage of a circular traffic signal module. Power may also be derived from voltage, current and power factor measurements.

4. LED Bi-Modal Green-Yellow Arrow Signal Modules

Provide 12-inch omnidirectional bi-modal arrow signal modules. Ensure both green and yellow arrow indications are in each module with a clear lens that is integral to the unit. Ensure both indications display an incandescent style look.

Modules are not required to be listed on the ITS and Signals Qualified Products List. Ensure that both indications along with the module meet or exceed the requirements in sections 1, 2, 3, 4 and 5 of the VTCSH Arrow Supplement and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the VTCSH Arrow Supplement:

Arrow Type	Nominal Wattage at 77° F
12-inch yellow arrow	12
12-inch green arrow	11

Note: Use a wattmeter having an accuracy of $\pm 1\%$ to measure the nominal wattage and maximum wattage of a circular traffic signal module. Power may also be derived from voltage, current and power factor measurements.

C. Pedestrian Signal Heads:

Provide pedestrian signal heads with international symbols that meet the MUTCD. Do not provide letter indications.

Comply with the ITE standard for “Pedestrian Traffic Control Signal Indications” and the following sections of the ITE standard for “Vehicle Traffic Control Signal Heads” in effect on the date of advertisement:

- Section 3.00 - “Physical and Mechanical Requirements”
- Section 4.01 - “Housing, Door, and Visor: General”
- Section 4.04 - “Housing, Door, and Visor: Materials and Fabrication”
- Section 7.00 - “Exterior Finish”

Provide a double-row termination block with three empty terminals and number 10 screws for field wiring. Provide barriers between the terminals that accommodate a spade lug sized for number 10 terminal screws. Mount the termination block in the hand section. Wire all signal sections to the terminal block.

Where required by the plans, provide 16-inch pedestrian signal heads with traditional three-sided, rectangular visors, 6 inches long. Where required by the plans, provide 12-inch pedestrian signal heads with traditional three-sided, rectangular visors, 8 inches long.

Provide 2-inch diameter pedestrian push-buttons with weather-tight housings fabricated from die-cast aluminum and threading in compliance with the NEC for rigid metal conduit. Provide a weep hole in the housing bottom and ensure that the unit is vandal resistant.

Provide push-button housings that are suitable for mounting on flat or curved surfaces and that will accept 1/2-inch conduit installed in the top. Provide units that have a heavy duty push-button assembly with a sturdy, momentary, normally-open switch. Have contacts that are electrically insulated from the housing and push-button. Ensure that the push-buttons are rated for a minimum of 5 mA at 24 volts DC and 250 mA at 12 volts AC.

Provide standard R10-3 signs with mounting hardware that comply with the MUTCD in effect on the date of advertisement. Provide R10-3E signs for countdown pedestrian heads and R10-3B for non-countdown pedestrian heads.

Design the LED pedestrian traffic signal modules (hereafter referred to as modules) for installation into standard pedestrian traffic signal sections that do not contain the incandescent signal section reflector, lens, eggcrate visor, gasket, or socket. Provide modules that consist of an assembly that uses LEDs as the light source in lieu of an incandescent lamp. Use LEDs that are of the latest aluminum indium gallium phosphorus (AlInGaP) technology for the Portland Orange hand and

countdown displays. Use LEDs that are of the latest indium gallium nitride (InGaN) technology for the Lunar White walking man displays. Install the ultra-bright type LEDs that are rated for 100,000 hours of continuous operation from -40°F to +165°F. Design modules to have a minimum useful life of 60 months and to meet all parameters of this specification during this period of useful life.

Design all modules to operate using a standard 3 - wire field installation. Provide spade terminals crimped to the lead wires and sized for a #10 screw connection to the existing terminal block in a standard pedestrian signal housing. Do not provide other types of crimped terminals with a spade adapter.

Ensure the power supply is integral to the module assembly. On the back of the module, permanently mark the date of manufacture (month & year) or some other method of identifying date of manufacture.

Provide modules in the following configuration: 16-inch displays which have the solid hand/walking man overlay on the left and the countdown on the right, and 12-inch displays which have the solid hand/walking man module as an overlay. All makes and models of LED modules purchased for use on the State Highway System shall appear on the current NCDOT Traffic Signal Qualified Products List (QPL).

Provide the manufacturer's model number and the product number (assigned by the Department) for each module that appears on the 2018 or most recent Qualified Products List. In addition, provide manufacturer's certification in accordance with Article 106-3 of the *Standard Specifications*, that each module meets or exceeds the ITE "Pedestrian Traffic Control Signal Indicators - Light Emitting Diode (LED) Signal Modules" dated August 04, 2010 (hereafter referred to as PTCSI Pedestrian Standard) and other requirements stated in this specification.

Provide modules that meet the following requirements when tested under the procedures outlined in the PTCSI Pedestrian Standard:

Module Type	Max. Wattage at 165° F	Nominal Wattage at 77° F
Hand Indication	16	13
Walking Man Indication	12	9
Countdown Indication	16	13

Note: Use a wattmeter having an accuracy of $\pm 1\%$ to measure the nominal wattage and maximum wattage of a circular traffic signal module. Power may also be derived from voltage, current and power factor measurements.

Provide module lens that is hard coated or otherwise made to comply with the material exposure and weathering effects requirements of the Society of Automotive Engineers (SAE) J576. Ensure all exposed components of the module are suitable for prolonged exposure to the environment, without appreciable degradation that would interfere with function or appearance.

Ensure the countdown display continuously monitors the traffic controller to automatically learn the pedestrian phase time and update for subsequent changes to the pedestrian phase time.

Ensure the countdown display begins normal operation upon the completion of the preemption sequence and no more than one pedestrian clearance cycle.

D. Signal Cable:

Furnish 16-4 and 16-7 signal cable that complies with IMSA specification 20-1 except provide the following conductor insulation colors:

- For 16-4 cable: white, yellow, red, and green

- For 16-7 cable: white, yellow, red, green, yellow with black stripe tracer, red with black stripe tracer, and green with black stripe tracer. Apply continuous stripe tracer on conductor insulation with a longitudinal or spiral pattern.

Provide a ripcord to allow the cable jacket to be opened without using a cutter. IMSA specification 19-1 will not be acceptable. Provide a cable jacket labeled with the IMSA specification number and provide conductors constructed of stranded copper.

3. CONTROLLERS WITH CABINETS

3.1.MATERIALS – GENERAL CABINETS

Provide a moisture resistant coating on all circuit boards.

Provide one 20 mm diameter radial lead UL-recognized metal oxide varistor (MOV) between each load switch field terminal and equipment ground. Electrical performance is outlined below.

PROPERTIES OF MOV SURGE PROTECTOR	
Maximum Continuous Applied Voltage at 185° F	150 VAC (RMS) 200 VDC
Maximum Peak 8x20µs Current at 185° F	6500 A
Maximum Energy Rating at 185° F	80 J
Voltage Range 1 mA DC Test at 77° F	212-268 V
Max. Clamping Voltage 8x20µs, 100A at 77° F	395 V
Typical Capacitance (1 MHz) at 77° F	1600 pF

Provide a power line surge protector that is a two-stage device that will allow connection of the radio frequency interference filter between the stages of the device. Ensure that a maximum continuous current is at least 10A at 120V. Ensure that the device can withstand a minimum of 20 peak surge current occurrences at 20,000A for an 8x20 microsecond waveform. Provide a maximum clamp voltage of 395V at 20,000A with a nominal series inductance of 200µh. Ensure that the voltage does not exceed 395V. Provide devices that comply with the following:

Frequency (Hz)	Minimum Insertion Loss (dB)
60	0
10,000	30
50,000	55
100,000	50
500,000	50
2,000,000	60
5,000,000	40
10,000,000	20
20,000,000	25

3.2. MATERIALS – TYPE 170E CABINETS

A. Type 170 E Cabinets General:

Conform to the city of Los Angeles’ Specification No. 54-053-08, *Traffic Signal Cabinet Assembly Specification* (dated July 2008), except as required herein.

Furnish model 336S pole mounted cabinets configured for 8 vehicle phases, 4 pedestrian phases, and 6 overlaps. Do not reassign load switches to accommodate overlaps unless shown on electrical details. Provide 336S pole mounted cabinets that are 46” high with 40” high internal rack assemblies.

Furnish model 332 base mounted cabinets configured for 8 vehicle phases, 4 pedestrian phases, and 6 overlaps. When overlaps are required, provide auxiliary output files for the overlaps. Do not reassign load switches to accommodate overlaps unless shown on electrical details.

Provide model 200 load switches, model 222 loop detector sensors, model 252 AC isolators, and model 242 DC isolators according to the electrical details. As a minimum, provide one (1) model 2018 conflict monitor, one (1) model 206L power supply unit, two (2) model 204 flashers, one (1) DC isolator (located in slot I14), and four (4) model 430 flash transfer relays (provide seven (7) model 430 flash transfer relays if auxiliary output file is installed) with each cabinet.

B. Type 170 E Cabinet Electrical Requirements:

Provide a cabinet assembly designed to ensure that upon leaving any cabinet switch or conflict monitor initiated flashing operation, the controller starts up in the programmed start up phases and start up interval.

Furnish two sets of non-fading cabinet wiring diagrams and schematics in a paper envelope or container and placed in the cabinet drawer.

All AC+ power is subject to radio frequency signal suppression.

Provide surge suppression in the cabinet for each type of cabinet device. Provide surge protection for the full capacity of the cabinet input file. Provide surge suppression devices that operate properly over a temperature range of -40° F to +185° F. Ensure the surge suppression devices provide both common and differential modes of protection.

Provide a pluggable power line surge protector that is installed on the back of the PDA (power distribution assembly) chassis to filter and absorb power line noise and switching transients. Ensure the device incorporates LEDs for failure indication and provides a dry relay contact closure for the purpose of remote sensing. Ensure the device meets the following specifications:

Peak Surge Current (Single pulse, 8x20µs).....	20,000A
Occurrences (8x20µs waveform).....	10 minimum @ 20,000A
Maximum Clamp Voltage.....	395VAC
Operating Current.....	15 amps
Response Time.....	< 5 nanoseconds

Provide a loop surge suppressor for each set of loop terminals in the cabinet. Ensure the device meets the following specifications:

Peak Surge Current (6 times, 8x20µs)

(Differential Mode).....	400A
(Common Mode).....	1,000A
Occurrences (8x20µs waveform).....	500 min @ 200A
Maximum Clamp Voltage	
(Differential Mode @400A).....	35V
(Common Mode @1,000A).....	35V
Response Time.....	< 5 nanoseconds
Maximum Capacitance.....	35 pF

Provide a data communications surge suppressor for each communications line entering or leaving the cabinet. Ensure the device meets the following specifications:

Peak Surge Current (Single pulse, 8x20µs).....	10,000A
Occurrences (8x20µs waveform).....	100 min @ 2,000A
Maximum Clamp Voltage.....	Rated for equipment protected
Response Time.....	< 1 nanosecond
Maximum Capacitance.....	1,500 pF
Maximum Series Resistance.....	15Ω

Provide a DC signal surge suppressor for each DC input channel in the cabinet. Ensure the device meets the following specifications:

Peak Surge Current (Single pulse, 8x20µs).....	10,000A
Occurrences (8x20µs waveform).....	100 @ 2,000A
Maximum Clamp Voltage.....	30V
Response Time.....	< 1 nanosecond

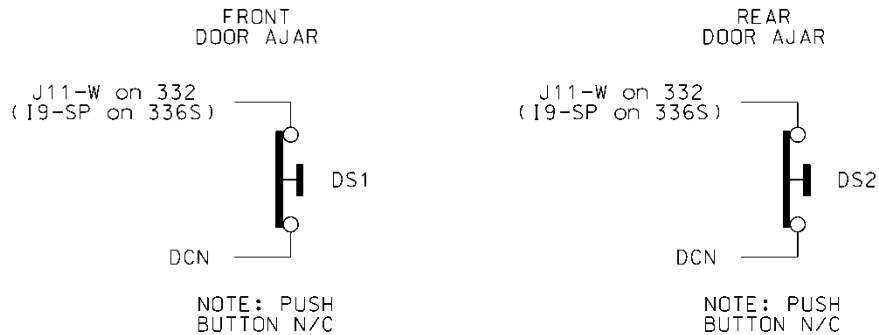
Provide a 120 VAC signal surge suppressor for each AC+ interconnect signal input. Ensure the device meets the following specifications:

Peak Surge Current (Single pulse, 8x20µs).....	20,000A
Maximum Clamp Voltage.....	350VAC
Response Time.....	< 200 nanoseconds
Discharge Voltage.....	<200 Volts @ 1,000A
Insulation Resistance.....	≥100 MΩ

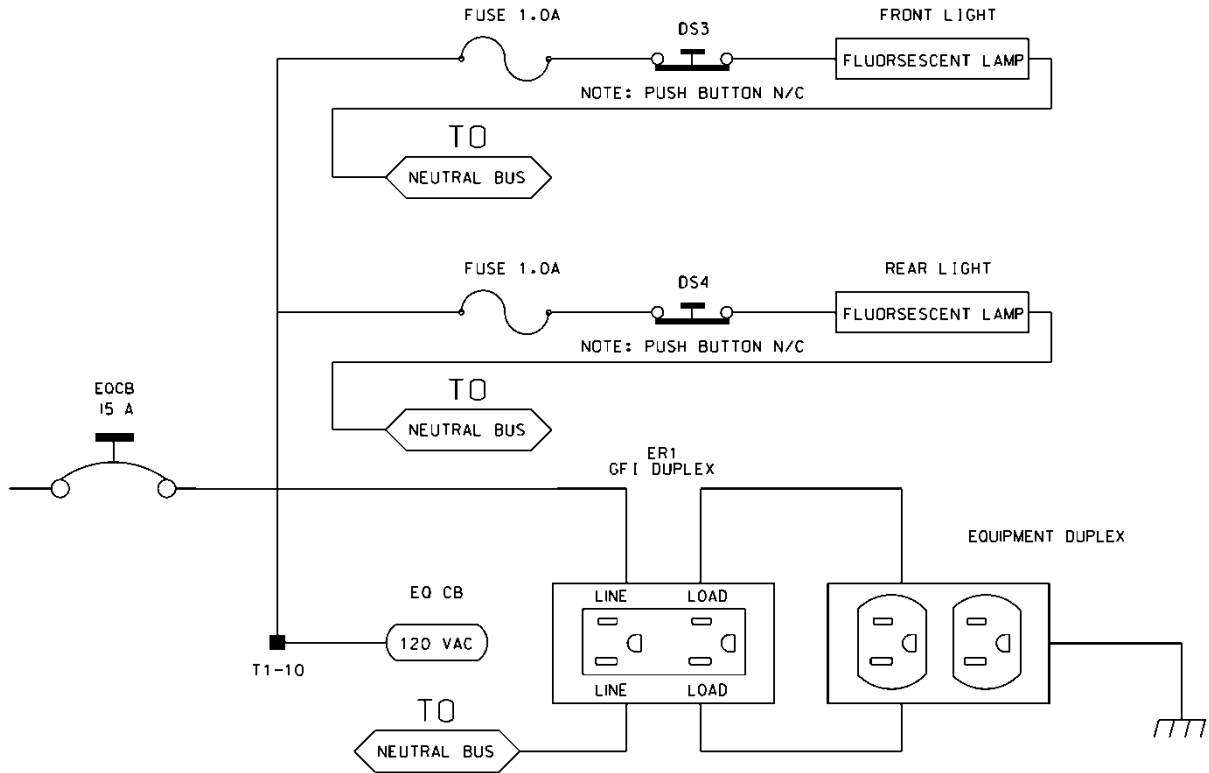
Provide conductors for surge protection wiring that are of sufficient size (ampacity) to withstand maximum overcurrents which could occur before protective device thresholds are attained and current flow is interrupted.

If additional surge protected power outlets are needed to accommodate fiber transceivers, modems, etc., install a UL listed, industrial, heavy-duty type power outlet strip with a minimum rating of 15 A / 125 VAC, 60 Hz. Provide a strip that has a minimum of 3 grounded outlets. Ensure the power outlet strip plugs into one of the controller unit receptacles located on the rear of the PDA. Ensure power outlet strip is mounted securely; provide strain relief if necessary.

Provide a door switch in the front and a door switch in the rear of the cabinet that will provide the controller unit with a Door Ajar alarm when either the front or the rear door is open. Ensure the door switches apply DC ground to the Input File when either the front door or the rear door is open.



Furnish a fluorescent fixture in the rear across the top of the cabinet and another fluorescent fixture in the front across the top of the cabinet at a minimum. Ensure that the fixtures provide sufficient light to illuminate all terminals, labels, switches, and devices in the cabinet. Conveniently locate the fixtures so as not to interfere with a technician’s ability to perform work on any devices or terminals in the cabinet. Provide a protective diffuser to cover exposed bulbs. Install 16 watt T-4 lamps in the fluorescent fixtures. Provide a door switch to provide power to each fixture when the respective door is open. Wire the fluorescent fixtures to the 15 amp ECB (equipment circuit breaker).



Furnish a police panel with a police panel door. For model 336S cabinets, mount the police panel on the rear door. Ensure that the police panel door permits access to the police panel when the main door is closed. Ensure that no rainwater can enter the cabinet even with the police panel door open. Provide a police panel door hinged on the right side as viewed from the front. Provide a police panel door lock that is keyed to a standard police/fire call box key. In addition to the requirements of LA Specification No. 54-053-08, provide the police panel with a toggle switch connected to switch the intersection operation between normal stop-and-go operation (AUTO) and manual operation (MANUAL). Ensure that manual control can be implemented using inputs and software such that the controller provides full programmed clearance times for the yellow clearance and red clearance for each phase while under manual control.

Provide a 1/4-inch locking phone jack in the police panel for a hand control to manually control the intersection. Provide sufficient room in the police panel for storage of a hand control and cord.

Ensure the 336S cabinet Input File is wired as follows:

336S Cabinet														
Port-Bit/C-1 Pin Assignment														
Slot #	1	2	3	4	5	6	7	8	9	10	11	12	13	14
C-1 (Spares)	59	60	61	62	63	64	65	66	75	76	77	78	79	80
Port	3-2	1-1	3-4	1-3	3-1	1-2	3-3	1-4	2-5	5-5	5-6	5-1	5-2	6-7
C-1	56	39	58	41	55	40	57	42	51	71	72	67	68	81
Port	2-1	1-5	2-3	1-7	2-2	1-6	2-4	1-8	2-6	5-7	5-8	5-3	5-4	6-8
C-1	47	43	49	45	48	44	50	46	52	73	74	69	70	82

For model 332 base mounted cabinets, ensure terminals J14-E and J14-K are wired together on the rear of the Input File. Connect TB9-12 (J14 Common) on the Input Panel to T1-2 (AC-) on the rear of the PDA.

Provide detector test switches mounted at the top of the cabinet rack or other convenient location which may be used to place a call on each of eight phases based on the chart below. Provide three positions for each switch: On (place call), Off (normal detector operation), and Momentary On (place momentary call and return to normal detector operation after switch is released). Ensure that the switches are located such that the technician can read the controller display and observe the intersection.

Connect detector test switches for cabinets as follows:

336S Cabinet		332 Cabinet	
Detector Call Switches	Terminals	Detector Call Switches	Terminals
Phase 1	I1-F	Phase 1	I1-W
Phase 2	I2-F	Phase 2	I4-W
Phase 3	I3-F	Phase 3	I5-W
Phase 4	I4-F	Phase 4	I8-W
Phase 5	I5-F	Phase 5	J1-W
Phase 6	I6-F	Phase 6	J4-W
Phase 7	I7-F	Phase 7	J5-W
Phase 8	I8-F	Phase 8	J8-W

Provide the PCB 28/56 connector for the conflict monitor unit (CMU) with 28 independent contacts per side, dual-sided with 0.156 inch contact centers. Provide the PCB 28/56 connector contacts with solder eyelet terminations. Ensure all connections to the PCB 28/56 connector are soldered to the solder eyelet terminations.

Ensure that all cabinets have the CMU connector wired according to the 332 cabinet connector pin assignments (include all wires for auxiliary output file connection). Wire pins 13, 16, R, and U of the CMU connector to a separate 4 pin plug, P1, as shown below. Provide a second plug, P2, which will mate with P1 and is wired to the auxiliary output file as shown below. Provide an additional plug, P3, which will mate with P1 and is wired to the pedestrian yellow circuits as shown

below. When no auxiliary output file is installed in the cabinet, provide wires for the green and yellow inputs for channels 11, 12, 17, and 18, the red inputs for channels 17 and 18, and the wires for the P2 plug. Terminate the two-foot wires with ring type lugs, insulated, and bundled for optional use.

PIN	P1		P2		P3	
	FUNCTION	CONN TO	FUNCTION	CONN TO	FUNCTION	CONN TO
1	CH-9G	CMU-13	OLA-GRN	A123	2P-YEL	114
2	CH-9Y	CMU-16	OLA-YEL	A122	4P-YEL	105
3	CH-10G	CMU-R	OLB-GRN	A126	6P-YEL	120
4	CH-10Y	CMU-U	OLB-YEL	A125	8P-YEL	111

Do not provide the P20 terminal assembly (red monitor board) or red interface ribbon cable as specified in LA Specification No. 54-053-08.

Provide a P20 connector that mates with and is compatible with the red interface connector mounted on the front of the conflict monitor. Ensure that the P20 connector and the red interface connector on the conflict monitor are center polarized to ensure proper connection. Ensure that removal of the P20 connector will cause the conflict monitor to recognize a latching fault condition and place the cabinet into flashing operation.

Wire the P20 connector to the output file and auxiliary output file using 22 AWG stranded wires. Ensure the length of these wires is a minimum of 42 inches in length. Provide a durable braided sleeve around the wires to organize and protect the wires.

Wire the P20 connector to the traffic signal red displays to provide inputs to the conflict monitor as shown below. Ensure the pedestrian Don't Walk circuits are wired to channels 13 through 16 of the P20 connector. When no auxiliary output file is installed in the cabinet, provide wires for channels 9 through 12 reds. Provide a wire for special function 1. Terminate the unused wires with ring type lugs, insulated, and bundled for optional use.

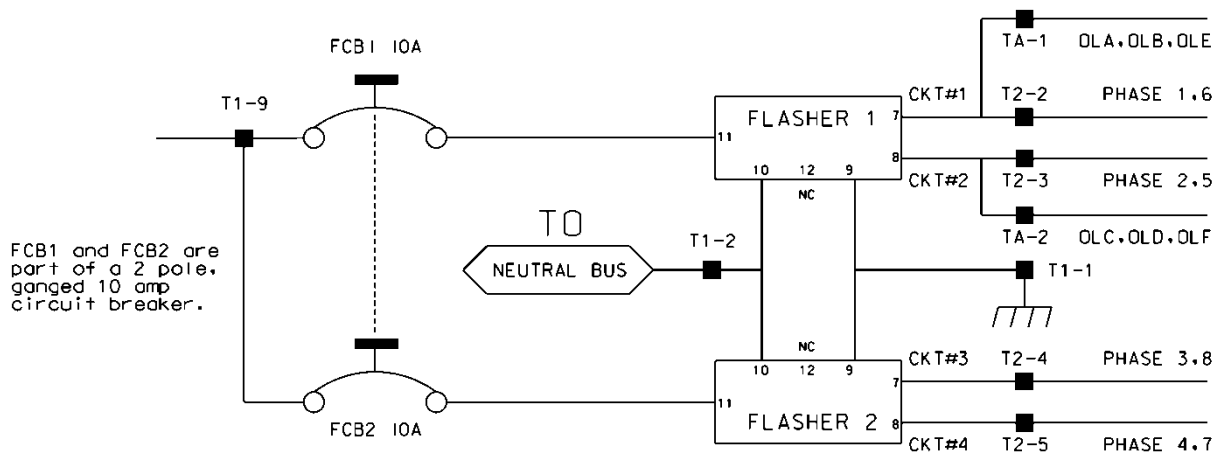
P20 Connector					
PIN	FUNCTION	CONN TO	PIN	FUNCTION	CONN TO
1	Channel 15 Red	119	2	Channel 16 Red	110
3	Channel 14 Red	104	4	Chassis GND	01-9
5	Channel 13 Red	113	6	N/C	
7	Channel 12 Red	AUX 101	8	Spec Function 1	
9	Channel 10 Red	AUX 124	10	Channel 11 Red	AUX 114
11	Channel 9 Red	AUX 121	12	Channel 8 Red	107
13	Channel 7 Red	122	14	Channel 6 Red	134
15	Channel 5 Red	131	16	Channel 4 Red	101
17	Channel 3 Red	116	18	Channel 2 Red	128
19	Channel 1 Red	125	20	Red Enable	01-14

Ensure the controller unit outputs to the auxiliary output file are pre-wired to the C5 connector. When no auxiliary output file is installed in the cabinet, connect the C5 connector to a storage socket located on the Input Panel or on the rear of the PDA.

Do not wire pin 12 of the load switch sockets.

In addition to the requirements of LA Specification No. 54-053-08, ensure relay K1 on the Power Distribution Assembly (PDA) is a four pole relay and K2 on the PDA is a two pole relay.

Provide a two pole, ganged circuit breaker for the flash bus circuit. Ensure the flash bus circuit breaker is an inverse time circuit breaker rated for 10 amps at 120 VAC with a minimum of 10,000 RMS symmetrical amperes short circuit current rating. Do not provide the auxiliary switch feature on the flash bus circuit breaker. Ensure the ganged flash bus circuit breaker is certified by the circuit breaker manufacturer to provide gang tripping operation.



Ensure auxiliary output files are wired as follows:

AUXILIARY OUTPUT FILE TERMINAL BLOCK TA ASSIGNMENTS	
POSITION	FUNCTION
1	Flasher Unit #1, Circuit 1/FTR1 (OLA, OLB)/FTR3 (OLE)
2	Flasher Unit #1, Circuit 2/FTR2 (OLC, OLD)/FTR3 (OLF)
3	Flash Transfer Relay Coils
4	AC -
5	Power Circuit 5
6	Power Circuit 5
7	Equipment Ground Bus
8	NC

Provide four spare load resistors mounted in each cabinet. Ensure each load resistor is rated as shown in the table below. Wire one side of each load resistor to AC-. Connect the other side of each resistor to a separate terminal on a four (4) position terminal block. Mount the load resistors and terminal block either inside the back of Output File No. 1 or on the upper area of the Service Panel.

ACCEPTABLE LOAD RESISTOR VALUES	
VALUE (ohms)	WATTAGE
1.5K – 1.9 K	25W (min)
2.0K – 3.0K	10W (min)

Provide Model 200 load switches, Model 204 flashers, Model 242 DC isolators, Model 252 AC isolators, and Model 206L power supply units that conform to CALTRANS' "Transportation Electrical Equipment Specifications" dated March 12, 2009 with Erratum 1.

C. Type 170 E Cabinet Physical Requirements:

Do not mold, cast, or scribe the name "City of Los Angeles" on the outside of the cabinet door as specified in LA Specification No. 54-053-08. Do not provide a Communications Terminal Panel as specified in LA Specification No. 54-053-08. Do not provide terminal block TBB on the Service Panel. Do not provide Cabinet Verification Test Program software or associated test jigs as specified in LA Specification No. 54-053-08.

Furnish unpainted, natural, aluminum cabinet shells. Ensure that all non-aluminum hardware on the cabinet is stainless steel or a Department approved non-corrosive alternate.

Ensure the lifting eyes, gasket channels, police panel, and all supports welded to the enclosure and doors are fabricated from 0.125 inch minimum thickness aluminum sheet and meet the same standards as the cabinet and doors.

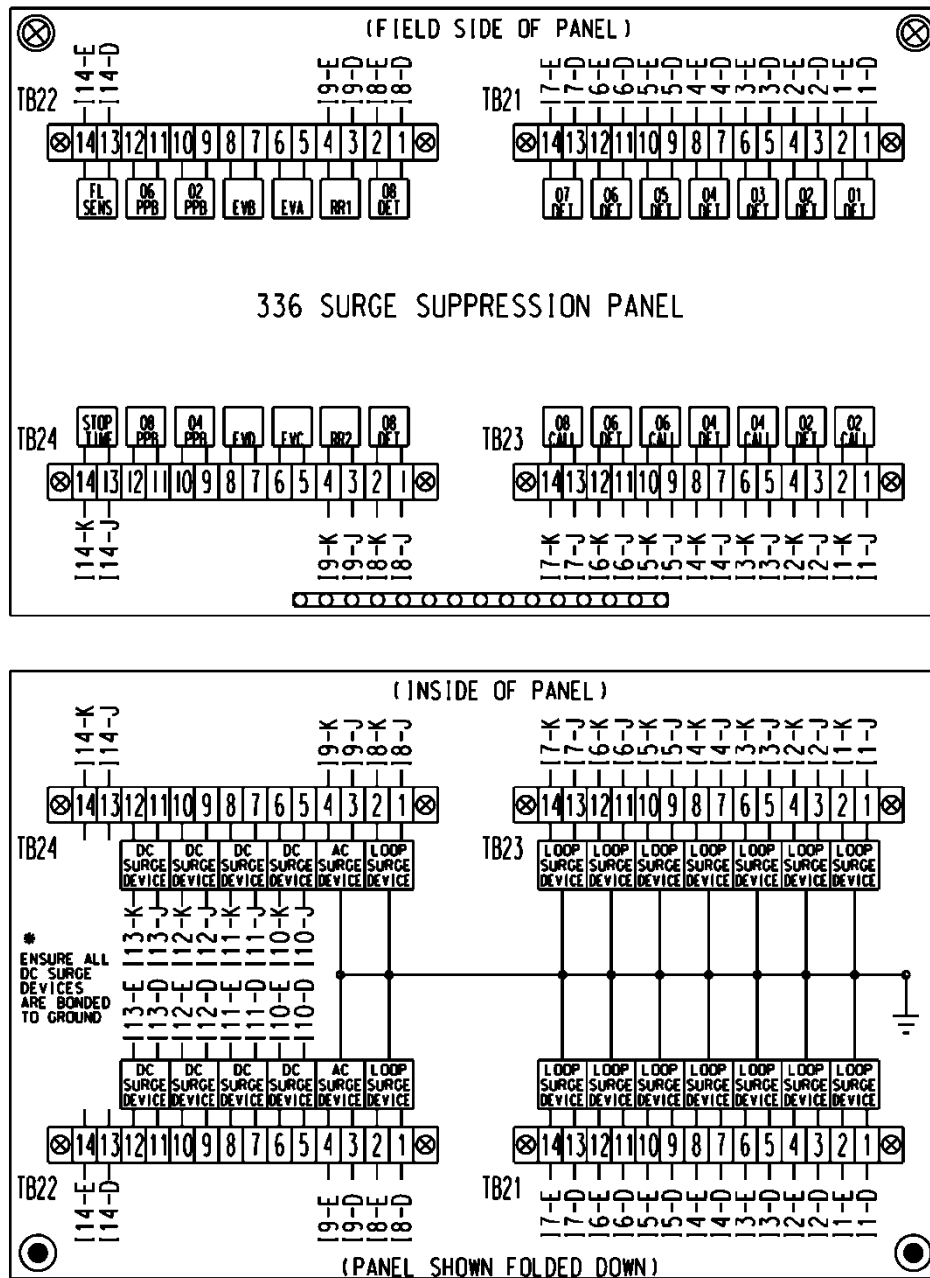
Provide front and rear doors with latching handles that allow padlocking in the closed position. Furnish 0.75 inch minimum diameter stainless steel handles with a minimum 0.5 inch shank. Place

the padlocking attachment at 4.0 inches from the handle shank center to clear the lock and key. Provide an additional 4.0 inches minimum gripping length.

Provide Corbin #2 locks on the front and rear doors. Provide one (1) Corbin #2 and one (1) police master key with each cabinet. Ensure main door locks allow removal of keys in the locked position only.

Provide a surge protection panel with 16 loop surge protection devices and designed to allow sufficient free space for wire connection/disconnection and surge protection device replacement. For model 332 cabinets, provide an additional 20 loop surge protection devices. Provide an additional two AC+ interconnect surge devices to protect one slot and eight DC surge protection devices to protect four slots. Provide no protection devices on slot I14.

For pole mounted cabinets, mount surge protection devices for the AC+ interconnect inputs, inductive loop detector inputs, and low voltage DC inputs on a swing down panel assembly fabricated from sturdy aluminum. Attach the swing down panel to the bottom rear cabinet rack assembly using thumb screws. Ensure the swing down panel allows for easy removal of the input file without removing the surge protection panel assembly or its parts. Have the surge protection devices mounted horizontally on the panel and soldered to the feed through terminals of four 14 position terminal blocks with #8 screws mounted on the other side. Ensure the top row of terminals is connected to the upper slots and the bottom row of terminals is connected to the bottom slots. Provide a 15 position copper equipment ground bus attached to the field terminal side (outside) of the swing down panel for termination of loop lead-in shield grounds. Ensure that a Number 4 AWG green wire connects the surge protection panel assembly ground bus to the main cabinet equipment ground.



For base mounted cabinets, mount surge protection panels on the left side of the cabinet as viewed from the rear. Attach each panel to the cabinet rack assembly using bolts and make it easily removable. Mount the surge protection devices in vertical rows on each panel and connect the devices to one side of 12 position, double row terminal blocks with #8 screws. For each surge protection panel, terminate all grounds from the surge protection devices on a copper equipment ground bus attached to the surge protection panel. Wire the terminals to the rear of a standard input file using spade lugs for input file protection.

Provide permanent labels that indicate the slot and the pins connected to each terminal that may be viewed from the rear cabinet door. Label and orient terminals so that each pair of inputs is next to each other. Indicate on the labeling the input file (I or J), the slot number (1-14) and the terminal pins of the input slots (either D & E for upper or J & K for lower).

Provide a minimum 14 x 16 inch pull out, hinged top shelf located immediately below controller mounting section of the cabinet. Ensure the shelf is designed to fully expose the table surface outside the controller at a height approximately even with the bottom of the controller. Ensure the shelf has a storage bin interior which is a minimum of 1 inch deep and approximately the same dimensions as the shelf. Provide an access to the storage area by lifting the hinged top of the shelf. Fabricate the shelf and slide from aluminum or stainless steel and ensure the assembly can support the 2070L controller plus 15 pounds of additional weight. Ensure shelf has a locking mechanism to secure it in the fully extended position and does not inhibit the removal of the 2070L controller or removal of cards inside the controller when fully extended. Provide a locking mechanism that is easily released when the shelf is to be returned to its non-use position directly under the controller.

D. Model 2018 Enhanced Conflict Monitor:

Furnish Model 2018 Enhanced Conflict Monitors that provide monitoring of 18 channels. Ensure each channel consists of a green, yellow, and red field signal input. Ensure that the conflict monitor meets or exceeds CALTRANS' Transportation Electrical Equipment Specifications dated March 12, 2009, with Erratum 1 (hereafter referred to as CALTRANS' 2009 TEES) for a model 210 monitor unit and other requirements stated in this specification.

Ensure the conflict monitor is provided with an 18 channel conflict programming card. Pin EE and Pin T of the conflict programming card shall be connected together. Pin 16 of the conflict programming card shall be floating. Ensure that the absence of the conflict programming card will cause the conflict monitor to trigger (enter into fault mode), and remain in the triggered state until the programming card is properly inserted and the conflict monitor is reset.

Provide a conflict monitor that incorporates LED indicators into the front panel to dynamically display the status of the monitor under normal conditions and to provide a comprehensive review of field inputs with monitor status under fault conditions. Ensure that the monitor indicates the channels that were active during a conflict condition and the channels that experienced a failure for all other per channel fault conditions detected. Ensure that these indications and the status of each channel are retained until the Conflict Monitor is reset. Furnish LED indicators for the following:

- AC Power (Green LED indicator)
- VDC Failed (Red LED indicator)
- WDT Error (Red LED indicator)
- Conflict (Red LED indicator)
- Red Fail (Red LED indicator)
- Dual Indication (Red LED indicator)
- Yellow/Clearance Failure (Red LED indicator)
- PCA/PC Ajar (Red LED indicator)
- Monitor Fail/Diagnostic Failure (Red LED indicator)
- 54 Channel Status Indicators (1 Red, 1 Yellow, and 1 Green LED indicator for each of the 18 channels)

Provide a switch to set the Red Fail fault timing. Ensure that when the switch is in the ON position the Red Fail fault timing value is set to 1350 +/- 150 ms (2018 mode). Ensure that when the switch is in the OFF position the Red Fail fault timing value is set to 850 +/- 150 ms (210 mode).

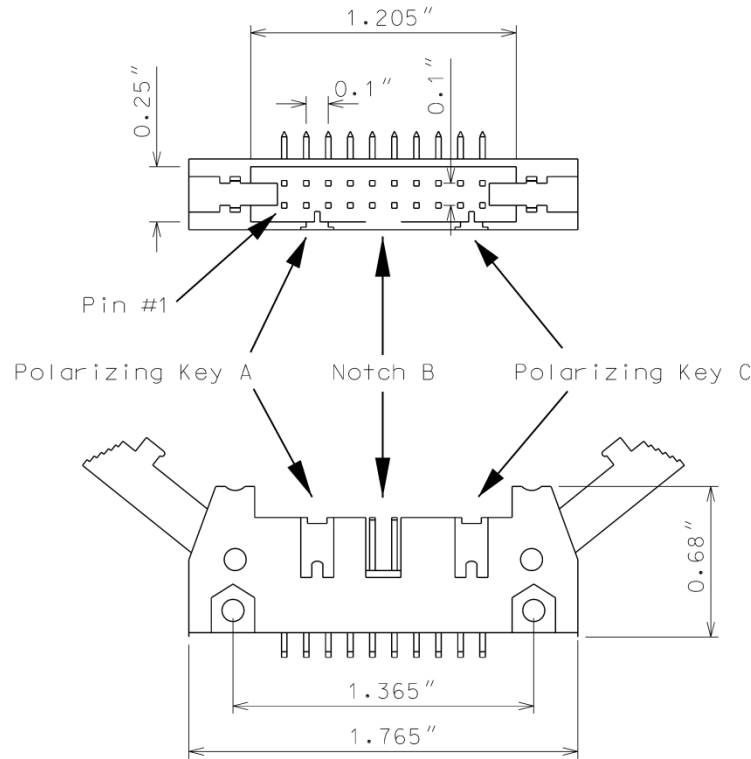
Provide a switch to set the Watchdog fault timing. Ensure that when the switch is in the ON position the Watchdog fault timing value is set to 1.0 +/- 0.1 s (2018 mode). Ensure that when the switch is in the OFF position the Watchdog fault timing value is set to 1.5 +/- 0.1 s (210 mode).

Provide a jumper or switch to set the AC line brown-out levels. Ensure that when the jumper is present or the switch is in the ON position the AC line dropout voltage threshold is 98 +/- 2 Vrms, the AC line restore voltage threshold is 103 +/- 2 Vrms, and the AC line brown-out timing value is set to 400 +/- 50ms (2018 mode). Ensure that when the jumper is not present or the switch is in the OFF position the AC line dropout voltage threshold is 92 +/- 2 Vrms, the AC line restore voltage threshold is 98 +/- 2 Vrms, and the AC line brown-out timing value is set to 80 +/- 17 ms (210 mode).

Provide a jumper or switch that will enable and disable the Watchdog Latch function. Ensure that when the jumper is not present or the switch is in the OFF position the Watchdog Latch function is disabled. In this mode of operation, a Watchdog fault will be reset following a power loss, brownout, or power interruption. Ensure that when the jumper is present or the switch is in the ON position the Watchdog Latch function is enabled. In this mode of operation, a Watchdog fault will be retained until a Reset command is issued.

Provide a jumper that will reverse the active polarity for pin #EE (output relay common). Ensure that when the jumper is not present pin #EE (output relay common) will be considered 'Active' at a voltage greater than 70 Vrms and 'Not Active' at a voltage less than 50 Vrms (Caltrans mode). Ensure that when the jumper is present pin #EE (output relay common) will be considered 'Active' at a voltage less than 50 Vrms and 'Not Active' at a voltage greater than 70 Vrms (Failsafe mode).

In addition to the connectors required by CALTRANS' 2009 TEES, provide the conflict monitor with a red interface connector mounted on the front of the monitor. Ensure the connector is a 20 pin, right angle, center polarized, male connector with latching clip locks and polarizing keys. Ensure the right angle solder tails are designed for a 0.062" thick printed circuit board. Keying of the connector shall be between pins 3 and 5, and between 17 and 19. Ensure the connector has two rows of pins with the odd numbered pins on one row and the even pins on the other row. Ensure the connector pin row spacing is 0.10" and pitch is 0.10". Ensure the mating length of the connector pins is 0.24". Ensure the pins are finished with gold plating 30μ" thick.



Ensure the red interface connector pins on the monitor have the following functions:

Pin #	Function	Pin #	Function
1	Channel 15 Red	2	Channel 16 Red
3	Channel 14 Red	4	Chassis Ground
5	Channel 13 Red	6	Special Function 2
7	Channel 12 Red	8	Special Function 1
9	Channel 10 Red	10	Channel 11 Red
11	Channel 9 Red	12	Channel 8 Red
13	Channel 7 Red	14	Channel 6 Red
15	Channel 5 Red	16	Channel 4 Red
17	Channel 3 Red	18	Channel 2 Red
19	Channel 1 Red	20	Red Enable

Ensure that removal of the P20 cable connector will cause the conflict monitor to recognize a latching fault condition and place the cabinet into flashing operation.

Provide Special Function 1 and Special Function 2 inputs to the unit which shall disable only Red Fail Monitoring when either input is sensed active. A Special Function input shall be sensed active when the input voltage exceeds 70 Vrms with a minimum duration of 550 ms. A Special Function input shall be sensed not active when the input voltage is less than 50 Vrms or the duration is less

than 250 ms. A Special Function input is undefined by these specifications and may or may not be sensed active when the input voltage is between 50 Vrms and 70 Vrms or the duration is between 250 ms and 550 ms.

Ensure the conflict monitor recognizes field signal inputs for each channel that meet the following requirements:

- consider a Red input greater than 70 Vrms and with a duration of at least 500 ms as an “on” condition;
- consider a Red input less than 50 Vrms or with a duration of less than 200 ms as an “off” condition (no valid signal);
- consider a Red input between 50 Vrms and 70 Vrms or with a duration between 200 ms and 500 ms to be undefined by these specifications;
- consider a Green or Yellow input greater than 25 Vrms and with a duration of at least 500 ms as an “on” condition;
- consider a Green or Yellow input less than 15 Vrms or with a duration of less than 200 ms as an “off” condition; and
- consider a Green or Yellow input between 15 Vrms and 25 Vrms or with a duration between 200 ms and 500 ms to be undefined by these specifications.

Provide a conflict monitor that recognizes the faults specified by CALTRANS’ 2009 TEES and the following additional faults. Ensure the conflict monitor will trigger upon detection of a fault and will remain in the triggered (in fault mode) state until the unit is reset at the front panel or through the external remote reset input for the following failures:

1. **Red Monitoring or Absence of Any Indication (Red Failure):** A condition in which no “on” voltage signal is detected on any of the green, yellow, or red inputs to a given monitor channel. If a signal is not detected on at least one input (R, Y, or G) of a conflict monitor channel for a period greater than 1000 ms when used with a 170 controller and 1500 ms when used with a 2070 controller, ensure monitor will trigger and put the intersection into flash. If the absence of any indication condition lasts less than 700 ms when used with a 170 controller and 1200 ms when used with a 2070 controller, ensure conflict monitor will not trigger. Red fail monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. Have red monitoring occur when all of the following input conditions are in effect:
 - a) Red Enable input to monitor is active (Red Enable voltages are “on” at greater than 70 Vrms, off at less than 50 Vrms, undefined between 50 and 70 Vrms), and
 - b) Neither Special Function 1 nor Special Function 2 inputs are active.
 - c) Pin #EE (output relay common) is not active
2. **Short/Missing Yellow Indication Fault (Clearance Error):** Yellow indication following a green is missing or shorter than 2.7 seconds (with ± 0.1 -second accuracy). If a channel fails to detect an “on” signal at the Yellow input for a minimum of 2.7 seconds (± 0.1 second) following the detection of an “on” signal at a Green input for that channel, ensure that the monitor triggers and generates a clearance/short yellow error fault indication. Short/missing

yellow (clearance) monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. This fault shall not occur when the channel is programmed for Yellow Inhibit, when the Red Enable signal is inactive or pin #EE (output relay common) is active.

3. **Dual Indications on the Same Channel:** In this condition, more than one indication (R,Y,G) is detected as “on” at the same time on the same channel. If dual indications are detected for a period greater than 500 ms, ensure that the conflict monitor triggers and displays the proper failure indication (Dual Ind fault). If this condition is detected for less than 200 ms, ensure that the monitor does not trigger. G-Y-R dual indication monitoring shall be enabled on a per channel basis by the use of switches located on the conflict monitor. G-Y dual indication monitoring shall be enabled for all channels by use of a switch located on the conflict monitor. This fault shall not occur when the Red Enable signal is inactive or pin #EE (output relay common) is active.
4. **Configuration Settings Change:** The configuration settings are comprised of (as a minimum) the permissive diode matrix, dual indication switches, yellow disable jumpers, any option switches, any option jumpers, and the Watchdog Enable switch. Ensure the conflict monitor compares the current configuration settings with the previous stored configuration settings on power-up, on reset, and periodically during operation. If any of the configuration settings are changed, ensure that the conflict monitor triggers and causes the program card indicator to flash. Ensure that configuration change faults are only reset by depressing and holding the front panel reset button for a minimum of three seconds. Ensure the external remote reset input does not reset configuration change faults.

Ensure the conflict monitor will trigger and the AC Power indicator will flash at a rate of $2 \text{ Hz} \pm 20\%$ with a 50% duty cycle when the AC Line voltage falls below the “drop-out” level. Ensure the conflict monitor will resume normal operation when the AC Line voltage returns above the “restore” level. Ensure the AC Power indicator will remain illuminated when the AC voltage returns above the “restore” level. Should an AC Line power interruption occur while the monitor is in the fault mode, then upon restoration of AC Line power, the monitor will remain in the fault mode and the correct fault and channel indicators will be displayed.

Provide a flash interval of at least 6 seconds and at most 10 seconds in duration following a power-up, an AC Line interruption, or a brownout restore. Ensure the conflict monitor will suspend all fault monitoring functions, close the Output relay contacts, and flash the AC indicator at a rate of $4 \text{ Hz} \pm 20\%$ with a 50% duty cycle during this interval. Ensure the termination of the flash interval after at least 6 seconds if the Watchdog input has made 5 transitions between the True and False state and the AC Line voltage is greater than the “restore” level. If the watchdog input has not made 5 transitions between the True and False state within 10 ± 0.5 seconds, the monitor shall enter a WDT error fault condition.

Ensure the conflict monitor will monitor an intersection with a minimum of four approaches using the four-section Flashing Yellow Arrow (FYA) vehicle traffic signal as outlined by the NCHRP 3-54 research project for protected-permissive left turn signal displays. Ensure the conflict monitor will operate in the FYA mode and FYAc (Compact) mode as specified below to monitor each channel pair for the following fault conditions: Conflict, Flash Rate Detection, Red Fail, Dual Indication, and

Clearance. Provide a switch to select between the FYA mode and FYAc mode. Provide a switch to select each FYA phase movement for monitoring.

FYA mode

FYA Signal Head	Phase 1	Phase 3	Phase 5	Phase 7
Red Arrow	Channel 9 Red	Channel 10 Red	Channel 11 Red	Channel 12 Red
Yellow Arrow	Channel 9 Yellow	Channel 10 Yellow	Channel 11 Yellow	Channel 12 Yellow
Flashing Yellow Arrow	Channel 9 Green	Channel 10 Green	Channel 11 Green	Channel 12 Green
Green Arrow	Channel 1 Green	Channel 3 Green	Channel 5 Green	Channel 7 Green

FYAc mode

FYA Signal Head	Phase 1	Phase 3	Phase 5	Phase 7
Red Arrow	Channel 1 Red	Channel 3 Red	Channel 5 Red	Channel 7 Red
Yellow Arrow	Channel 1 Yellow	Channel 3 Yellow	Channel 5 Yellow	Channel 7 Yellow
Flashing Yellow Arrow	Channel 1 Green	Channel 3 Green	Channel 5 Green	Channel 7 Green
Green Arrow	Channel 9 Green	Channel 9 Yellow	Channel 10 Green	Channel 10 Yellow

If a FYA channel pair is enabled for FYA operation, the conflict monitor will monitor the FYA logical channel pair for the additional following conditions:

1. **Conflict:** Channel conflicts are detected based on the permissive programming jumpers on the program card. This operation remains unchanged from normal operation except for the solid Yellow arrow (FYA clearance) signal.
2. **Yellow Change Interval Conflict:** During the Yellow change interval of the Permissive Turn channel (flashing Yellow arrow) the conflict monitor shall verify that no conflicting channels to the solid Yellow arrow channel (clearance) are active. These conflicting channels shall be determined by the program card compatibility programming of the Permissive Turn channel (flashing Yellow arrow). During the Yellow change interval of the Protected Turn channel (solid Green arrow) the conflict monitor shall verify that no conflicting channels to the solid Yellow arrow channel (clearance) are active as determined by the program card compatibility programming of the Protected Turn channel (solid Green arrow).

3. **Flash Rate Detection:** The conflict monitor unit shall monitor for the absence of a valid flash rate for the Permissive turn channel (flashing Yellow arrow). If the Permissive turn channel (flashing Yellow arrow) is active for a period greater than 1600 milliseconds, ensure the conflict monitor triggers and puts the intersection into flash. If the Permissive turn channel (flashing Yellow arrow) is active for a period less than 1400 milliseconds, ensure the conflict monitor does not trigger. Ensure the conflict monitor will remain in the triggered (in fault mode) state until the unit is reset at the front panel or through the external remote reset input. Provide a jumper or switch that will enable and disable the Flash Rate Detection function. Ensure that when the jumper is not present or the switch is in the OFF position the Flash Rate Detection function is enabled. Ensure that when the jumper is present or the switch is in the ON position the Flash Rate Detection function is disabled.
4. **Red Monitoring or Absence of Any Indication (Red Failure):** The conflict monitor unit shall detect a red failure if there is an absence of voltage on all four of the inputs of a FYA channel pair (RA, YA, FYA, GA).
5. **Dual Indications on the Same Channel:** The conflict monitor unit shall detect a dual indication if two or more inputs of a FYA channel pair (RA, YA, FYA, GA) are “on” at the same time.
6. **Short/Missing Yellow Indication Fault (Clearance Error):** The conflict monitor unit shall monitor the solid Yellow arrow for a clearance fault when terminating both the Protected Turn channel (solid Green arrow) interval and the Permissive Turn channel (flashing Yellow arrow) interval.

Ensure that the conflict monitor will log at least nine of the most recent events detected by the monitor in non-volatile EEPROM memory (or equivalent). For each event, record at a minimum the time, date, type of event, status of each field signal indication with RMS voltage, and specific channels involved with the event. Ensure the conflict monitor will log the following events: monitor reset, configuration, previous fault, and AC line. Furnish the signal sequence log that shows all channel states (Greens, Yellows, and Reds) and the Red Enable State for a minimum of 2 seconds prior to the current fault trigger point. Ensure the display resolution of the inputs for the signal sequence log is not greater than 50 ms.

For conflict monitors used within an Ethernet communications system, provide a conflict monitor with an Ethernet 10/100 Mbps, RJ-45 port for data communication access to the monitor by a local notebook computer and remotely via a workstation or notebook computer device connected to the signal system local area network. The Ethernet port shall be electrically isolated from the conflict monitor’s electronics and shall provide a minimum of 1500 Vrms isolation. Integrate monitor with Ethernet network in cabinet. Provide software to retrieve the time and date from a network server in order to synchronize the on-board times between the conflict monitor and the controller. Furnish and install the following Windows based, graphic user interface software on workstations and notebook computers where the signal system client software is installed: 1) software to view and retrieve all event log information, 2) software that will search and display a list of conflict monitor IP addresses and IDs on the network, and 3) software to change the conflict monitor’s network parameters such as IP address and subnet mask.

For non-Ethernet connected monitors, provide a RS-232C/D compliant port (DB-9 female connector) on the front panel of the conflict monitor in order to provide communications from the conflict monitor to the 170/2070 controller or to a Department-furnished laptop computer. Electrically isolate the port interface electronics from all monitor electronics, excluding Chassis Ground. Ensure that the controller can receive all event log information through a controller

Asynchronous Communications Interface Adapter (Type 170E) or Async Serial Comm Module (2070). Furnish and connect a serial cable from the conflict monitor's DB-9 connector to Comm Port 1 of the 2070 controller. Ensure conflict monitor communicates with the controller. Provide a Windows based graphic user interface software to communicate directly through the same monitor RS-232C/D compliant port to retrieve and view all event log information to a Department-furnished laptop computer. The RS-232C/D compliant port on the monitor shall allow the monitor to function as a DCE device with pin connections as follows:

Conflict Monitor RS-232C/D (DB-9 Female) Pinout		
Pin Number	Function	I/O
1	DCD	O
2	TX Data	O
3	RX Data	I
4	DTR	I
5	Ground	-
6	DSR	O
7	CTS	I
8	RTS	O
9	NC	-

MONITOR BOARD EDGE CONNECTOR

Pin #	Function (Back Side)	Pin #	Function (Component Side)
1	Channel 2 Green	A	Channel 2 Yellow
2	Channel 13 Green	B	Channel 6 Green
3	Channel 6 Yellow	C	Channel 15 Green
4	Channel 4 Green	D	Channel 4 Yellow
5	Channel 14 Green	E	Channel 8 Green
6	Channel 8 Yellow	F	Channel 16 Green
7	Channel 5 Green	H	Channel 5 Yellow
8	Channel 13 Yellow	J	Channel 1 Green
9	Channel 1 Yellow	K	Channel 15 Yellow
10	Channel 7 Green	L	Channel 7 Yellow
11	Channel 14 Yellow	M	Channel 3 Green
12	Channel 3 Yellow	N	Channel 16 Yellow
13	Channel 9 Green	P	Channel 17 Yellow
14	Channel 17 Green	R	Channel 10 Green
15	Channel 11 Yellow	S	Channel 11 Green
16	Channel 9 Yellow	T	Channel 18 Yellow
17	Channel 18 Green	U	Channel 10 Yellow
--		--	
18	Channel 12 Yellow	V	Channel 12 Green
19	Channel 17 Red	W	Channel 18 Red
20	Chassis Ground	X	Not Assigned
21	AC-	Y	DC Common
22	Watchdog Timer	Z	External Test Reset
23	+24VDC	AA	+24VDC
24	Tied to Pin 25	BB	Stop Time (Output)
25	Tied to Pin 24	CC	Not Assigned
26	Not Assigned	DD	Not Assigned
27	Relay Output, Side #3, N.O.	EE	Relay Output, Side #2, Common
28	Relay Output, Side #1, N.C.	FF	AC+

-- Slotted for keying between Pins 17/U and 18/V

CONFLICT PROGRAM CARD PIN ASSIGNMENTS

Pin #	Function (Back Side)	Pin #	Function (Component Side)
1	Channel 2 Green	A	Channel 1 Green
2	Channel 3 Green	B	Channel 2 Green
3	Channel 4 Green	C	Channel 3 Green
4	Channel 5 Green	D	Channel 4 Green
5	Channel 6 Green	E	Channel 5 Green
6	Channel 7 Green	F	Channel 6 Green
7	Channel 8 Green	H	Channel 7 Green
8	Channel 9 Green	J	Channel 8 Green
9	Channel 10 Green	K	Channel 9 Green
10	Channel 11 Green	L	Channel 10 Green
11	Channel 12 Green	M	Channel 11 Green
12	Channel 13 Green	N	Channel 12 Green
13	Channel 14 Green	P	Channel 13 Green
14	Channel 15 Green	R	Channel 14 Green
15	Channel 16 Green	S	Channel 15 Green
16	N/C	T	PC AJAR
17	Channel 1 Yellow	U	Channel 9 Yellow
18	Channel 2 Yellow	V	Channel 10 Yellow
19	Channel 3 Yellow	W	Channel 11 Yellow
20	Channel 4 Yellow	X	Channel 12 Yellow
21	Channel 5 Yellow	Y	Channel 13 Yellow
22	Channel 6 Yellow	Z	Channel 14 Yellow
23	Channel 7 Yellow	AA	Channel 15 Yellow
24	Channel 8 Yellow	BB	Channel 16 Yellow
--		--	
25	Channel 17 Green	CC	Channel 17 Yellow
26	Channel 18 Green	DD	Channel 18 Yellow
27	Channel 16 Green	EE	PC AJAR (Program Card)
28	Yellow Inhibit Common	FF	Channel 17 Green

-- Slotted for keying between Pins 24/BB and 25/CC

characteristics as shown in the wiring detail in Figure 1. Provide 4 terminal screws with saddle clamps.

Provide fuses F1 and F2 as a UL Listed ¼" x 1-1/4" glass tube rated at 250 volts with a 10kA interrupting rating. Ensure F1 non-delay (fast-acting) and F2 slow-blow (time-delay) fuses have a maximum opening times of 60 minutes and 120 seconds for currents of 135 and 200 percent of the ampere rating, respectively. Ensure F2 slow-blow (time-delay) fuses have a minimum opening times of 12 seconds at 200 percent of the ampere rating. Provide fuse holders that are UL Recognized panel-mounted holders rated 250V, 15 ampere minimum with bayonet-type knobs which accept ¼" x 1-1/4" glass tube fuses.

Provide terminal blocks that are rated for 300V and are made of electrical grade thermoplastic or thermosetting plastic. Ensure each terminal block is of closed back design and has recessed-screw terminals with molded barriers between terminals. Ensure each terminal block is labeled with a block designation. Ensure each terminal is labeled with the function and a number.

Provide 3/4-inch diameter radial lead UL-recognized metal oxide varistors (MOVs) that have electrical performance as outlined below.

PROPERTIES OF MOV SURGE PROTECTOR	
Maximum Continuous Applied Voltage at 185° F	150 VAC (RMS) 200 VDC
Maximum Peak 8x20µs Current at 185° F	6500 A
Maximum Energy Rating at 185° F	80 J
Voltage Range 1 mA DC Test at 77° F	212-268 V
Max. Clamping Voltage 8x20µs, 100A at 77° F	395 V
Typical Capacitance (1 MHz) at 77° F	1600 pF

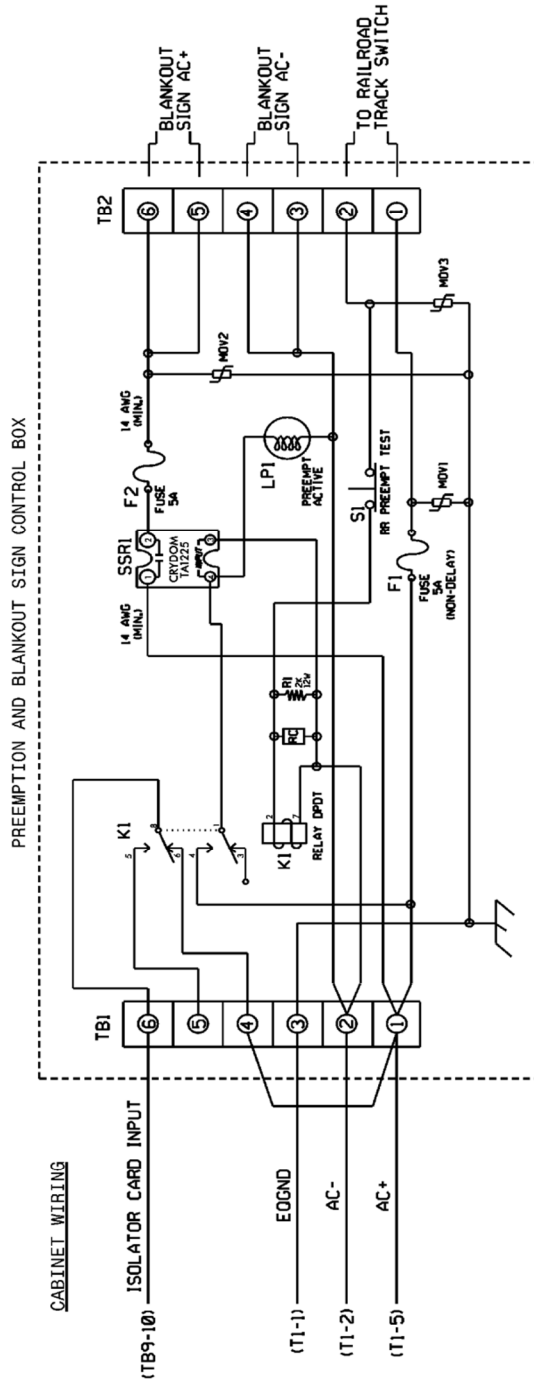
Provide resistor R1 as a 2K ohm, 12 watt, wirewound resistor with tinned terminals and attaching leads. Ensure the resistor is spaced apart from surrounding wires.

Provide a LED or incandescent lamp that has a voltage rating of 120 VAC with a minimum life rating at 50,000 hours.

Wire the preemption and sign control box as shown in Figure 1.

RAILROAD PREEMPTION WIRING DETAIL

(wire as shown below)



NOTES

1. RELAY K1 IS SHOWN IN THE ENERGIZED (PREEMPT NOT ACTIVE) NORMAL OPERATION STATE.
2. AC ISOLATOR CARD SHALL ACTIVATE PREEMPTION UPON REMOVAL OF AC+ FROM INPUT (AS SHOWN ABOVE). THIS IS ACCOMPLISHED BY SETTING TYPE 252 AC ISOLATOR CARD TO INVERTED OPERATION.

FRONT VIEW

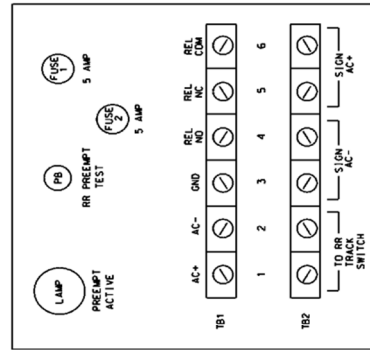


Figure 1

3.3. MATERIALS – TYPE 170 DETECTOR SENSOR UNITS

Furnish detector sensor units that comply with Chapter 5 Section 1, “General Requirements,” and Chapter 5 Section 2, “Model 222 & 224 Loop Detector Sensor Unit Requirements,” of the CALTRANS “Transportation Electrical Equipment Specifications” dated March 12, 2009 with Erratum 1.

3.4. MATERIALS – TYPE 2070E CONTROLLERS

Furnish model 2070E controller units that conform to CALTRANS *Transportation Electrical Equipment Specifications* (TEES) (dated March 12, 2009, plus Errata 1 dated January 21, 2010 and Errata 2 dated December 5, 2014) except as required herein.

The Department will provide software at the beginning of the burning-in period. Contractor shall give 5 working days notice before needing software. Program software provided by the Department.

Provide model 2070E controllers with OS-9 release 1.3.1 or later with kernel edition #380 or later operating software and device drivers, composed of the unit chassis and at a minimum the following modules and assemblies:

- MODEL 2070-1E, CPU Module, Single Board, with 8Mb Datakey (blue in color)
- MODEL 2070-2E+, Field I/O Module (FI/O)
 - Note: Configure the Field I/O Module to disable both the External WDT Shunt/Toggle Switch and SP3 (SP3 active indicator is “off”)
- MODEL 2070-3B, Front Panel Module (FP), Display B (8x40)
- MODEL 2070-4A, Power Supply Module, 10 AMP
- MODEL 2070-7A, Async Serial Com Module (9-pin RS-232)

4. MICROWAVE VEHICLE DETECTION SYSTEM - MULTIPLE DETECTION ZONES

4.1. DESCRIPTION

Design, furnish and install a microwave vehicle detection system with the manufacturer recommended cables and hardware in accordance to the plans and specifications. Ensure the detection system provides multiple detection zones.

4.2. MATERIALS

Provide design drawings showing design details and microwave sensor locations for review and acceptance before installation. Provide mounting height and location requirements for microwave sensor units on the design based on a site survey. Design microwave vehicle detection system with all necessary hardware. Indicate all necessary poles, spans, mast arms, luminaire arms, cables, microwave sensor mounting assemblies and hardware to achieve the required detection zones where Department owned poles are not adequate to locate the microwave sensor units. Do not design for the installation of poles in medians.

Obtain the Engineer’s approval before furnishing microwave vehicle detection system. The contractor is responsible for the final design of microwave vehicle detection system. Review and acceptance of the designs by the Department does not relieve the contractor from the responsibility to provide fully functional systems and to ensure that the required detection zones can be provided. With the exception of contractor-furnished poles, mast arms, and luminaire arms, furnish material, equipment, and hardware under this section that is pre-approved on the ITS and Signals QPL.

Submit and obtain Engineer's approval of shop drawings for any poles, mast arms, and luminaire arms provided by the contractor prior to ordering from manufacturer.

Provide a detector for either side-fire or forward-fire configuration. Ensure the detector will detect vehicles in sunny, cloudy, rainy, snowy, and foggy weather conditions. Ensure the detector can operate from the voltage supplied by a NEMA TS-1/TS-2 or Type 332 or 336 traffic signal cabinet. Ensure the detector can provide detection calls to the traffic signal controller within a NEMA TS-1/TS-2 or Type 332 or 336 cabinet. Ensure the detection system provides a constant call in the event of a component failure or loss of power. Ensure the detector has an operating temperature range of -30 to 165 degrees F and operates within the frequency range of 10 to 25 GHz. Ensure the detector is provided with a water-tight housing offering NEMA 4X protection and operates properly in up to 95% relative humidity, non-condensing.

Provide each detector unit to allow the placement of at least 8 detection zones with a minimum of 8 detection channel outputs. When the microwave vehicle detection system requires an integrated card rack interface(s), provide only enough interface cards to implement the vehicle detection shown on the signal plans. Provide a means acceptable to the Engineer to configure traffic lanes and detection zones. Provide each channel output with a programmable means to delay the output call upon activation of a detection zone that is adjustable in one second increments (maximum) over the range of 0 to 25 seconds. Provide each channel output with a programmable means to extend the output call that is adjustable in one second increments (maximum) over the range of 0 to 25 seconds. Ensure both delay and extend timing can be set for the same channel output.

For advance detection system, ensure the detector senses vehicles in motion at a range of 50 to 400 feet from the detector unit for forward-fire configuration and a range of 50 to 200 feet from the detector unit for side-fire configuration with an accuracy of 95% for both configurations. Ensure the advance detection system provides each channel output call of at least 100 ms in duration.

For stop bar presence detection system, ensure the detector outputs a constant call while a vehicle is in the detection zone and removes the call after all vehicles exit the detection zone. Ensure the presence detector unit can cover a detection zone as shown on the plans and has an effective range of 10 to 120 feet from the detector unit.

For units without an integrated card rack interface, provide Form C output relay contacts rated a minimum of 3A, 24VDC.

If a laptop is used to adjust detector settings, ensure that software is licensed for use by the Department and by any other agency responsible for maintaining or operating the microwave detection system. Provide the Department with a license to duplicate and distribute the software as necessary for design and maintenance support.

After initial detector configuration and installation, ensure routine adjustments or calibration are not needed to maintain acceptable performance.

4.3. CONSTRUCTION METHODS

Install the microwave vehicle detection system in accordance with the manufacturer's recommendations.

Monitor and maintain each detector unit during construction to ensure microwave vehicle detection system is functioning properly and aimed for the detection zone shown in the plans. Refer to Subarticle 1700-3 (D) Maintenance and Repair of Materials of the *Standard Specifications* for failure to maintain the microwave detection system.

4.4. MEASUREMENT AND PAYMENT

Actual number of microwave vehicle detection systems – multiple zones furnished, installed, and accepted.

No measurement will be made of cables or hardware, as these will be considered incidental to furnishing and installing microwave vehicle detection systems.

Payment will be made under:

Microwave Vehicle Detection System – Multiple Zones Each

5. METAL POLE SUPPORTS

5.1. METAL POLES

A. General:

Furnish and install metal poles, grounding systems, and all necessary hardware. Work covered under this special provision includes requirements for design, fabrication, and installation of standard and custom/site-specific designed metal pole supports and associated foundations.

Comply with applicable sections of the *2018 STANDARD SPECIFICATIONS FOR ROADS & STRUCTURES*, hereinafter referred to as the *Standard Specifications*. Provide designs of completed assemblies with hardware equaling or exceeding *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals* 6th Edition, 2013 (hereinafter called 6th Edition AASHTO), including the latest interim specifications. Provide assemblies with a round or near-round (18 sides or more) cross-section, or a multi-sided cross section with no less than six sides. The sides may be straight, convex, or concave.

For bid purposes, pole heights shown on plans are estimated from available data. Prior to furnishing metal poles, use field measurements and adjusted cross-sections to determine whether pole heights will meet required clearances. If pole heights do not meet required clearances, the Contractor should immediately notify the Engineer of the required revised pole heights.

Standard Drawings for Metal Poles are available that supplement these project special provisions. The drawings are located on the Department’s website:

<https://connect.ncdot.gov/resources/safety/pages/ITS-Design-Resources.aspx>

Comply with article 1098-1B of the *Standard Specifications* for submittal requirements. Furnish shop drawings for approval. Provide copies of detailed shop drawings for each type of structure as summarized below. Ensure shop drawings include material specifications for each component. Ensure shop drawings identify welds by type and size on the detail drawing only, not in table format. **Do not release structures for fabrication until shop drawings have been approved by NCDOT.** Ensure shop drawings contain an itemized bill of materials for all structural components and associated connecting hardware.

Comply with article 1098-1A of the *Standard Specifications* for Qualified Products List (QPL) submittals. All shop drawings must include project location description, signal or asset inventory number(s) and project number or work order number.

Summary of information required for metal pole review submittal:

Item	Electronic Submittal	Comments / Special Instructions
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Sealed, Approved Signal or ITS Plan/Loading Diagram	1 set	All structure design information needs to reflect the latest approved Signal or ITS plans
Custom Pole Shop Drawings	1 set	Submit drawings on 11" x 17" format media. Show NCDOT signal or asset inventory number(s), Contractor's name and relevant revision number in the title block. All drawings must have a <u>unique drawing number</u> for each project.
Standard Strain Pole Shop Drawings (from the QPL)	1 set	Submit drawings on 11" x 17" format media. Show NCDOT signal inventory number(s), Contractor's name and relevant revision number in the title block. All drawings must have a <u>unique drawing number</u> for each project.
Structure Calculations	1 set	Not required for Standard QPL Poles
Standard Strain Pole Foundation Drawings	1 set	Submit drawings on 11" x 17" format media. Submit a completed Standard Foundation Selection form for each pole using foundation table on Metal Pole Drawing M8.
Custom Foundation Drawings	1 set	Submit drawings on 11" x 17" format media. Show NCDOT signal or asset inventory number(s), Contractor's name and relevant revision number in the title block. All drawings must have a <u>unique drawing number</u> for each project. If QPL Poles are used, include the corresponding QPL pole shop drawings with this submittal.
Foundation Calculations	1 set	Submit copies of LPILE input, output, and pile tip deflection graph per Section titled Drilled Pier Foundations for Metal Poles of this specification for each foundation. Not required for Standard Strain Poles (from the QPL)
Soil Boring Logs and Report	1 set	Report shall include a location plan and a soil classification report including soil capacity, water level, hammer efficiency, soil bearing pressure, soil density, etc. for each pole.

NOTE – All shop drawings and custom foundation design drawings must be sealed by a Professional Engineer licensed in the state of North Carolina. All geotechnical information must be sealed by either a Professional Engineer or Geologist licensed in the state of North Carolina. Include a title block and revision block on the shop drawings and foundation drawings showing the NCDOT signal or asset inventory number(s).

Shop drawings and foundation drawings may be submitted together or separately for approval. However, shop drawings must be approved before foundations can be reviewed. Foundation designs will be returned without review if the associated shop drawing has not been approved. Boring reports shall include the following: Engineer's summary, boring location maps, soil classification per AASHTO Classification System, hammer efficiency, and Metal Pole Standard Foundation Selection Form. Incomplete submittals will be returned without review. The Reviewer

has the right to request additional analysis and copies of the calculations to expedite the approval process.

B. Materials:

Fabricate metal pole from coil or plate steel that meet the requirements of ASTM A 572 Gr 55 or ASTM A 595 Grade A tubes. For structural steel shapes, plates, and bars use, as a minimum, ASTM A572 Gr 50, AASHTO M270 Gr 50, ASTM A709 Gr 50, or an approved equivalent. Provide pole shafts of round or near round (18 sides or more) cross-section, or multi-sided tubular cross-section with no less than six sides, having a uniform linear taper of 0.14 in/ft. Construct shafts from one piece of single-ply plate or coil. For anchor base fabrication, conform to the applicable bolt pattern and orientation as shown on Metal Pole Standard Drawing Sheet M2.

Use the submerged arc process, or other NCDOT previously approved process suitable for shafts, to continuously weld pole shafts along their entire length. Finish the longitudinal seam weld flush with the outside contour of the base metal. Ensure shaft has no circumferential welds except at the lower end joining the shaft to the pole base. Use full penetration groove welds with backing ring for all tube-to-transverse-plate connections in accordance with 6th Edition AASHTO. Provide welding that conforms to Article 1072-18 of the *Standard Specifications*. No field welding on any part of the pole will be permitted unless approved by a qualified Engineer.

After fabrication, hot-dip galvanize steel poles and all assembly components in accordance with section 1076-3 of the *Standard Specifications*. Design structural assemblies with weep holes large enough and properly located to drain molten zinc during the galvanization process. Galvanize hardware in accordance with section 1076-4 of the *Standard Specifications*. Ensure threaded material is brushed and retapped as necessary after galvanizing. Perform repair of damaged galvanizing in accordance with section 1076-7 of the *Standard Specifications*. Ensure all hardware is galvanized steel or stainless steel. The Contractor is responsible for ensuring the Designer/Fabricator specifies connecting hardware and/or materials that prevent a dissimilar metal corrosive reaction.

Ensure each anchor rod is 2-inch minimum diameter and 60-inch length. Provide 10-inch minimum thread projection at the top of the rod, and 8-inch minimum at the bottom of the rod. Use anchor rod assembly and drilled pier foundation materials complying with SP09_R005, hereinafter referred to as *Foundations and Anchor Rod Assemblies for Metal Poles*.

Ensure anchor bolt hole diameters are 1/4-inch larger than the anchor bolt diameters in the base plate.

Provide a circular anchor bolt lock plate securing the anchor bolts at the embedded end with two (2) washers and two (2) nuts. Provide a base plate template matching the bolt circle diameter of the anchor bolt lock plate. Construct plates and templates from 1/4-inch minimum thick steel with a minimum width of 4 inches. Hot-dip galvanizing is not required for both plates.

Provide four (4) heavy hex nuts and four (4) flat washers for each anchor bolt. For nuts, use AASHTO M291 grade 2H, DH, or DH3 or equivalent material. For flat washers, use AASHTO M293 or equivalent material. Ensure anchor bolts have required diameters, lengths, and positions, and will develop strengths comparable to their respective poles.

For each pole, provide a grounding lug with a 1/2-inch minimum thread diameter, coarse thread stud and nut that will accommodate #4 AWG ground wire. Ensure the lug is electrically bonded to the pole and is conveniently located inside the pole at the hand hole.

Provide a removable pole cap with stainless steel attachment screws for the top of each pole. Ensure cap is cast aluminum conforming to Aluminum Association Alloy 356.0F. Furnish cap

attached to the pole with a sturdy stainless-steel chain that is long enough to permit cap to hang clear of the pole-top opening when cap is removed.

Where required by the plans, furnish couplings 42 inches above bottom of the pole base for mounting of pedestrian pushbuttons. Provide mounting points consisting of 1½-inch internally threaded half-couplings complying with the NEC, mounted within the poles. Ensure that couplings are essentially flush with the outside surfaces of the poles and are installed before any required hot-dip galvanizing. Provide a threaded plug in each mounting point. Ensure the surface of the plug is essentially flush with the outer end of the mounting point when installed and has a recessed slot that will accommodate a ½ “drive standard socket wrench.

Metal poles may be erected and fully loaded after concrete has attained a minimum allowable compressive strength of 3,000 psi.

Connect poles to grounding electrodes and bond them to the electrical service grounding electrodes.

When field drilling is necessary for wire or cable entrances into the pole, comply with the following requirements:

- Do not drill holes within 2 inches of any welds.
- Do not drill any holes larger than 3 inches in diameter without checking with the ITS & Signals Structure Engineers.
- Avoid drilling multiple holes along the same cross section of tube shafts.
- Install rubber grommets in all field drilled holes that wire, or cable will directly enter unless holes are drilled for installation of weather heads or couplings.
- Treat the inside of the drilled holes and repair all galvanized surfaces in accordance with Section 1076-7 of the latest edition of the *Standard Specification prior to installing grommets, caps, or plugs*.
- Cap or plug any existing field drilled holes that are no longer used with rubber, aluminum, or stainless-steel hole plugs.

When street lighting is installed on metal signal structures, isolate the conductors feeding the luminaires inside the pole shaft using liquid tight flexible metal conduit (Type LFMC), liquid tight flexible nonmetallic conduit (Type LFNC), high density polyethylene conduit (Type HDPE), or approved equivalent. All conductors supplying power for luminaires must run through an external disconnect prior to entrance into the structure. Comply with applicable National Electrical Safety Codes (NESC). Refer to Article “G” Luminaire Arms.

Install a ¼-inch thick plate for a concrete foundation tag to include the following information: concrete grade, depth, diameter, and reinforcement sizes of the installed foundation. Install galvanized wire mesh to cover gap between the base plate and top of foundation for debris and pest control. Refer to standard drawing M7 for further details.

Immediately notify the Engineer of any structural deficiency that becomes apparent in any assembly, or member of any assembly, because of the design requirements imposed by these specifications, the plans, or the typical drawings.

C. Design:

Unless otherwise specified, design all metal pole support structures using the following 6th Edition AASHTO specifications:

- Design for a 50-year service life as recommended by Table 3.8.3-2.
- Use wind pressure map developed from 3-second gust speeds, as provided in Section 3.8.

- Assume wind loads as shown in Figures 3.9.4.2-2 and 3.9.4.2-3 of the 6th Edition AASHTO for Group III loading with Ice.
- Ensure metal pole support structures include natural wind gust loading and truck-induced gust loading for fatigue design, as provided in Sections 11.7.1.2 and 11.7.1.3, respectively. Designs need not consider periodic galloping forces.
- Assume 11.2 mph natural wind gust speed in North Carolina. For natural wind fatigue stress calculations, utilize a drag coefficient (C_d) based on the yearly mean wind velocity of 11.2 mph.
- When selecting Fatigue Importance Factors, utilize Fatigue Importance Category II, as provided for in Table 11.6-1, unless otherwise specified.
- Calculate all stresses using applicable equations from Section 5. The Maximum allowable stress ratio for all metal pole support designs is 0.9.
- Conform to Sections 10.4.2 and 11.8 for deflection requirements. For CCTV and MVD support structures, ensure maximum deflection at top of pole does not exceed 2.0 percent of pole height.
- Assume the combined minimum weight of a messenger cable bundle (including messenger cable, signal cable and detector lead-in cables) is 1.3 lbs/ft. Assume the combined minimum diameter of the cable bundle is 1.3 inches.
- All CCTV and MVD poles shall meet the compact section limits per section 5.5.2 along with Table 5.5.2-1. Minimum thickness of CCTV and MVD pole shafts shall be ¼-inch.
- All CCTV and MVD poles shall use full-penetration groove weld tube-to-transverse plate connection with backing ring. Refer to Metal Pole Standard Drawing Sheet M9 for details. Fillet-welded tube-to-transverse-plate connections are not permitted.

Unless otherwise specified by special loading criteria, the following computed surface area for ice load on signal heads shall be used:

- 3-section, 12-inch, Surface area: 26.0 ft²
- 4-section, 12-inch, Surface area: 32.0 ft²
- 5-section, 12-inch, Surface area: 42.0 ft²

Design a base plate for each pole. The minimum base plate thickness for all poles is determined by the following criteria:

Case 1 Circular or rectangular solid base plate with the upright pole welded to the top surface of base plate with full penetration butt weld, where no stiffeners are provided. A base plate with a small center hole, which is less than 1/3 of the upright diameter, and located concentrically with the upright pole, may be considered as a solid base plate.

The magnitude of bending moment in the base plate, induced by the anchoring force of each anchor bolt is $M = (P \times D_1) / 2$, where

M = bending moment at the critical section of the base plate induced by one (1) anchor bolt

P = anchoring force of each anchor bolt

D_1 = horizontal distance between the anchor bolt center and the outer face of the upright, or the difference between the bolt circle radius and the outside radius of the upright

Locate the critical section at the face of the anchor bolt and perpendicular to the bolt circle radius. The overlapped part of two (2) adjacent critical sections is considered ineffective.

Case 2 Circular or rectangular base plate with the upright pole socketed into and attached to the base plate with two (2) lines of fillet weld, and where no stiffeners are provided, or any base plate with a center hole that is larger in diameter than 1/3 of the upright diameter.

The magnitude of bending moment induced by the anchoring force of each anchor bolt is $M = P \times D_2$,

where P = anchoring force of each anchor bolt

D_2 = horizontal distance between the face of the upright and the face of the anchor bolt nut

Locate the critical section at the face of the anchor bolt top nut and perpendicular to the radius of the bolt circle. The overlapped part of two (2) adjacent critical sections is considered ineffective. If the base plate thickness calculated for Case 2 is less than Case 1, use the thickness calculated for Case 1.

The following additional requirements apply concerning pole base plates.

- Ensure that whichever case governs as defined above, the anchor bolt diameter is set to match the base plate thickness. If the minimum diameter required for the anchor bolt exceeds the thickness required for the base plate, set the base plate thickness equal to the required bolt diameter.
- For all metal poles, use a full penetration groove weld with a backing ring to connect the pole upright component to the base. Refer to Metal Pole Standard Drawing Sheet M3 or M4.

The Professional Engineer is wholly responsible for the design of all poles. Review and acceptance of these designs by the Department does not relieve the said Professional Engineer of his or her responsibility.

D. Strain Poles:

Refer to Metal Pole Standard Drawing Sheets M2 and M3 for fabrication details.

Provide two (2) messenger cable (span wire) clamps and associated hardware for attachment of messenger cable. Ensure diameter of the clamp is appropriate to its location on the pole and is appropriately designed for adjustment from 1'-6" below the top, down to 6'-6" below the top of the pole. Do not attach more than one (1) support cable to a messenger cable clamp.

Provide a minimum of three (3) 2-inch holes equipped with an associated coupling and weatherhead on the messenger cable load side of the pole to accommodate passage of signal cables from inside the pole. Provide galvanized threaded plugs for all unused couplings at pole entrance points. Refer to Metal Pole Standard Drawing Sheet M3 for fabrication details.

Provide designs with a 6" x 12" hand hole with reinforcing frame for each pole.

Provide a terminal compartment with cover and screws in each pole encompassing the hand hole and containing a 12-terminal barrier type terminal block. Provide two (2) terminal screws with a removable shorting bar between them for each termination. Furnish terminal compartment covers attached to the pole by a sturdy chain or cable approved by the Engineer. Ensure chain or cable is long enough to permit cover to hang clear of the compartment opening when cover is removed and is strong enough to prevent vandalism. Ensure chain or cable will not interfere with service to cables in the pole base.

Have poles permanently stamped above the hand holes with the identification tag details as shown on Metal Pole Standard Drawing Sheets M2 and M3.

Provide grounding lug(s) in the approximate vicinity of the messenger cable clamp for bonding and grounding messenger cable. Lugs must accept #4 AWG wire to bond messenger cables to the pole in order to provide an effective ground fault circuit path. Refer to Metal Pole Standard Drawing Sheet M6 for construction details.

Install metal poles, hardware, and fittings as shown on the manufacturer’s installation drawings. Ensure the installed pole, when fully loaded, is within 1 degree 40 minutes (1°40’) of vertical. Install poles with the manufacturer’s recommended “rake.” Where required, use threaded leveling nuts to establish rake.

E. Mast Arm Poles:

Refer to Metal Pole Standard Drawing Sheets M2 through M5 for fabrication details.

Fabricate metal arm shaft from coil or plate steel that meet the requirements of ASTM A 595 Grade A tubes. Provide arm shafts of round or near round (18 sides or more) cross-section, or multi-sided tubular cross-section with no less than six sides, having a uniform linear taper of 0.14 in/ft. Construct shafts from one piece of single-ply plate or coil, eliminating circumferential weld splices.

Use the submerged arc process, or other NCDOT previously approved process suitable for arm shafts, to continuously weld arm shafts along their entire length. The longitudinal seam weld shall be finished flush to the outside contour of the base metal. Ensure arm shaft has no circumferential welds except at the lower end joining the shaft to the arm flange plate. Use full penetration groove welds with backing ring for all tube-to-transverse-plate connections in accordance with 6th Edition AASHTO. Provide welding that conforms to Article 1072-18 of the *Standard Specifications*, except no field welding on any part of the arm shaft will be permitted unless approved by a qualified Engineer.

After fabrication, hot-dip galvanize steel arm shafts and all assembly components per section 1076 of the *Standard Specifications*. Design arm shafts with weep holes large enough and properly located to drain molten zinc during the galvanization process. Provide hot-dip galvanizing on steel arm shafts that meets or exceeds ASTM Standard A-123, AASHTO M111, or an approved equivalent. Perform repair of damaged galvanizing that complies with the following *Standard Specifications* article:

Repair of Galvanizing Article 1076-7

Ensure metal arm shafts permit cables to be installed inside arm shafts. For holes in arm shafts used to accommodate cables, provide full-circumference grommets. Wire access holes for arm flange plates should be deburred, non-grommeted, and oversized to fit around 4-inch diameter grommeted wire access holes for shaft flange plates.

Provide a minimum of four (4) 1-1/2” diameter high strength bolts for connection between arm plate and pole plate. Increase number of bolts to a minimum of six (6) 1-1/2” diameter high strength bolts when arm lengths are greater than 50’-0” long.

Provide designs with a 6” x 12” hand hole with reinforcing frame for each pole.

Provide a terminal compartment with cover and screws in each pole encompassing the hand hole and containing a 12-terminal barrier type terminal block. Provide two (2) terminal screws with a removable shorting bar between them for each termination. Furnish terminal compartment covers attached to the pole by a sturdy chain or cable approved by the Engineer. Ensure chain or cable is long enough to permit cover to hang clear of the compartment opening when cover is removed and is

strong enough to prevent vandalism. Ensure chain or cable will not interfere with service to cables in the pole base.

Have poles permanently stamped above the hand holes with the identification tag details as shown on Metal Pole Standard Drawing Sheets M2 and M4.

Provide a removable end cap with stainless steel attachment screws for the end of each mast arm. Ensure cap is cast aluminum conforming to Aluminum Association Alloy 356.0F. Furnish cap attached to arm with a sturdy chain or cable approved by the Engineer. Ensure chain or cable is long enough to permit cap to hang clear of arm end opening when cap is removed.

Provide pole flange plates and associated gussets and fittings for attachment of required mast arms. As part of each mast arm attachment, provide a cable passage hole in pole to allow passage of cables from pole to arm. Provide a grommeted 4-inch diameter cable passage hole on the shaft side of the connection to allow passage of cables from pole to arm.

Furnish all arm plates and necessary attachment hardware, including bolts and brackets.

Provide two (2) extra bolts for each arm.

Provide arms with weatherproof connections for attaching to the pole shaft.

Provide hardware that is galvanized steel, stainless steel, or corrosive-resistant aluminum.

Install metal poles, hardware, and fittings as shown on the manufacturer's installation drawings. Ensure the installed pole, when fully loaded, is within 1 degree 40 minutes ($1^{\circ}40'$) of vertical. Install poles with the manufacturer's recommended "rake." Where required, use threaded leveling nuts to establish rake.

Install horizontal-type arms with a manufactured rise preventing arm from deflecting below arm attachment height.

Ensure maximum angular rotation of the top of mast arm pole does not exceed 1 degree 40 minutes ($1^{\circ}40'$). Ensure allowable mast arm deflection does not exceed that allowed per 6th Edition AASHTO. For all group load combinations specified under Section 3 of 6th Edition AASHTO, restrict tip of fully loaded arm from going below arm attachment point with the pole.

F. Luminaire Arms:

Comply with the following for Steel Luminaire Arms:

- Furnish tapered tube or standard weight black steel pipe conforming to ASTM A 53-90a, Type E or Type S, Grade B or an approved equivalent.
- Provide welding conforming to Article 1072-18 of the Standard Specifications, except no field welding on any part of the will be permitted unless approved by a qualified Engineer.
- Hot-dip galvanize the structure in accordance with AASHTO M 111 or an approved equivalent, once all fabricating, cutting, punching, and welding are completed.
- In accordance with National Electrical Safety Code (NESC) Article 230.2(E), provide identification of the electrical source provider for the luminaire feeder circuit with contact information on a permanent label located in the pole hand hole near the feeder circuit raceway.

5.2. DRILLED PIER FOUNDATIONS FOR METAL POLES

Analysis procedures and formulas shall be based on AASHTO 6th Edition, latest ACI-318 code and the *Drilled Shafts: Construction Procedures and Design Methods* FHWA-NHI-10-016 manual.

Design methods based on engineering publications or research papers must have prior approval from NCDOT. The Department reserves the right to accept or reject any method used for the analysis.

Use the following Safety Factors for the foundation design:

- 1.0 x Service (Unfactored) Loads for L-Pile Shaft Lateral Deflection
- 1.3 x Torsion (Unfactored) Load for Drilled Shaft Concrete and Steel Strength
- (1.3 / 1.33) x Torsion (Unfactored) Load for Shaft Soil-to-Concrete Torsion Capacity
- (2.0 / 1.33) x Axial (Unfactored) Load for Shaft Axial Capacity in Soil

Ensure deflection at top of foundation does not exceed 1 inch for worst-case lateral load.

Use LPILE Plus V6.0 or later for lateral analysis. Submit inputs, results and corresponding graphs with the design calculations.

Calculate skin friction using the α -method for cohesive soils and the β -method for cohesion-less soils (**Broms method will not be accepted**). Detailed descriptions of the “ α ” and “ β ” methods can be found in *FHWA-NHI-10-016*.

Omit first 2.5 feet for cohesive soils when calculating skin friction.

Assume a hammer efficiency of 0.70 unless value is provided.

All CCTV and MVD pole drilled shafts shall be a minimum of 4'-0" diameter. Refer to Standard Drawing Nos. M7 and M8.

Design custom foundations to carry maximum capacity of each metal pole. For standard case strain poles with custom design, use actual shear, axial and moment reactions from the Standard Strain Pole Foundation Selection Table shown on Standard Drawing No. M8.

When poor soil conditions are encountered, which could create an excessively large foundation design, consideration may be given to allow an exemption to the maximum capacity design. The Contractor must gain approval from the Engineer before reducing a foundation's capacity. On projects where poor soil is known to be present, the Contractor should have foundation designs approved before releasing poles for fabrication.

Have the Contractor notify the Engineer if the proposed foundation is to be installed on a slope other than 8H: 1V or flatter.

A. Description:

Furnish and install foundations for NCDOT metal poles with all necessary hardware in accordance with the plans and specifications.

Metal Pole Standards have been developed and implemented by NCDOT for use at signalized intersections in North Carolina. If the plans call for a standard strain pole, then a standard foundation may be selected from the plans. However, the Contractor is not required to use a standard foundation. If the Contractor chooses to design a non-standard site-specific foundation for a standard strain pole or if the plans call for a non-standard site-specific pole, design the foundation to conform to the applicable provisions in the NCDOT Metal Pole Standard Drawings and Section B4 (Non-Standard Foundation Design) below. If non-standard site-specific foundations are designed for standard QPL approved strain poles, the foundation designer must use the design moment specified by load case on Metal Pole Standard Drawing Sheet M8. Failure to conform to this requirement will be grounds for rejection of the design.

If the Contractor chooses to design a non-standard foundation for a standard strain pole and the soil test results indicate a standard foundation is feasible for the site, the Contractor will be paid the cost of the standard foundation. Any additional cost associated with a non-standard site-specific

foundation including additional materials, labor and equipment will be considered incidental to the cost of the standard foundation. All costs for the non-standard foundation design will be considered incidental to the cost of the standard foundation.

B. Soil Test and Foundation Determination:

1. General:

Drilled piers are reinforced concrete sections, cast-in-place against in situ, undisturbed material. Drilled piers are of straight shaft type and vertical.

2. Soil Test:

Perform a soil test at each proposed metal pole location. Complete all required fill placement and excavation at each pole location to finished grade before drilling each boring. Soil tests performed that are not in compliance with this requirement may be rejected and will not be paid. Drill one boring to a depth of 26 feet within a 25-foot radius of each proposed foundation.

Perform standard penetration tests (SPT) in accordance with ASTM D 1586 at depths of 1, 2.5, 5, 7.5, 10, 15, 20 and 26 feet. Discontinue the boring if one of the following occurs:

- A total of 100 blows have been applied in any two consecutive 6-inch intervals.
- A total of 50 blows have been applied with < 3-inch penetration.

Describe each pole location along the project corridor in a manner that is easily discernible to both the Contractor's Designer and NCDOT Reviewers. If the pole is at an intersection, label the boring the "Intersection of (*Route or SR #*), (*Street Name*) and (*Route or SR #*), (*Street Name*), _____ County, Signal or Asset Inventory No. _____". Label borings with "B- N, S, E, W, NE, NW, SE or SW" corresponding to the quadrant location within the intersection.

If the pole location is located between intersections, provide a coordinate location and offset, or milepost number and offset. Pole numbers should be made available to the Drill Contractor. Include pole numbers in the boring label if they are available. If they are not available, ensure the boring labels can be cross-referenced to corresponding pole numbers. For each boring, submit a legible (hand-written or typed) boring log signed and sealed by a licensed Geologist or Professional Engineer registered in North Carolina. Include on each boring the SPT blow counts and N-values at each depth, depth of the boring, hammer efficiency, depth of water table and a general description of the soil types encountered using the AASHTO Classification System.

Borings that cannot be easily correlated to their specific pole location will be returned to the Contractor for clarification; or if approved by the Engineer, the foundation may be designed using the worst-case soil condition obtained as part of this project.

3. Standard Foundation Determination:

Use the following method for determining the Design N-value:

$$N_{AVG} = \frac{N_{@1'} + N_{@2.5'} + \dots + N_{@Deepest\ Boring\ Depth}}{\text{Total Number of } N \text{ values}}$$

$$Y = (N_{@1'})^2 + (N_{@2.5'})^2 + \dots + (N_{@Deepest\ Boring\ Depth})^2$$

$$Z = N_{@1'} + N_{@2.5'} + \dots + N_{@Deepest\ Boring\ Depth}$$

$$N_{STD\ DEV} = \sqrt{\left(\frac{(\text{Total Number of } N \text{ values} \times Y) - Z^2}{(\text{Total Number of } N \text{ values}) \times (\text{Total Number of } N \text{ values} - 1)} \right)}$$

Design N-value equals lesser of the following two conditions:

$$N_{AVG} - (N_{STD DEV} \times 0.45)$$

OR

$$\text{Average of First Four (4)N values} = \frac{N_{@1'} + N_{@2.5'} + N_{@5'} + N_{@7.5'}}{4}$$

Note: If less than four (4) N-values are obtained because of criteria listed in Section 2 above, use average of N-values collected for second condition. Do not include the N-value at the deepest boring depth for above calculations if the boring is discontinued at or before the required boring depth because of criteria listed in Section 2 above. Use N-value of zero (0) for weight of hammer or weight of rod. If N-value is greater than fifty (50), reduce N-value to fifty (50) for calculations.

If standard NCDOT strain poles are shown on the plans and the Contractor chooses to use standard foundations, determine a drilled pier length, “L,” for each signal pole from the Standard Strain Pole Foundations Chart (sheet M8) based on the Design N-value and the predominant soil type. For each standard pole location, submit a completed “Metal Pole Standard Foundation Selection Form” signed by the Contractor’s representative. Signature on form is for verification purposes only. Include the Design N-value calculation and resulting drilled pier length, “L,” on each form.

If non-standard site-specific poles are shown on the plans, submit completed boring logs collected in accordance with Section 2 (Soil Test) along with pole loading diagrams from the plans to the Contractor-selected pole Fabricator to assist in the pole and foundation design.

If one of the following occurs, the Standard Foundations Chart shown on the plans may not be used and a non-standard foundation may be required. In such case, contact the Engineer.

- The Design N-value is less than four (4).
- The drilled pier length, “L”, determined from the Standard Foundations Chart, is greater than the depth of the corresponding boring.

In the case where a standard foundation cannot be used, the Department will be responsible for the additional cost of the non-standard foundation.

Foundation designs are based on level ground around the traffic signal pole. If the slope around the edge of the drilled pier is steeper than 8:1 (H:V) or the proposed foundation will be less than 10 feet from the top of an embankment slope, the Contractor is responsible for providing slope information to the foundation Designer and to the Engineer so it can be considered in the design.

The “Metal Pole Standard Foundation Selection Form” may be found at:

<https://connect.ncdot.gov/resources/safety/Pages/ITS-Design-Resources.aspx>

If assistance is needed, contact the Engineer.

4. Non-Standard Foundation Design:

Design non-standard foundations based upon site-specific soil test information collected in accordance with Section 2 (Soil Test). Design drilled piers for side resistance in accordance with

Section 4.6 of the 2002 AASHTO Standard Specifications for Highway Bridges, 17th Edition. Use computer software LPILE version-6.0 or later manufactured by Ensoft, Inc. to analyze drilled piers. Use computer software gINT V8i or later manufactured by Bentley Systems, Inc. with the current NCDOT gINT library and data template to produce SPT boring logs. Provide a drilled pier foundation for each pole with a length and diameter resulting in horizontal lateral movement less than 1 inch at top of the pier, and horizontal rotational movement less than 1 inch at the edge of pier. Contact the Engineer for pole loading diagrams of standard poles used for non-standard foundation designs. Submit non-standard foundation designs including drawings, calculations, and soil boring logs to the Engineer for review and approval before construction.

C. Drilled Pier Construction:

Construct drilled pier foundation and Install anchor rod assemblies in accordance with the *Foundations and Anchor Rod Assemblies for Metal Poles* Standard Special Provision SP09-R005 located at:

<https://connect.ncdot.gov/resources/Specifications/Pages/2018-Specifications-and-Special-Provisions.aspx>

5.3. METAL POLE REMOVALS

A. Description:

Remove and dispose of existing metal support poles, and remove and dispose of existing foundations, associated anchor bolts, electrical wires and connections.

B. Construction Methods:

5. Foundations:

Remove and promptly dispose of the metal support pole foundations including reinforcing steel, electrical wires, and anchor bolts to a minimum depth of 2 feet below the finished ground elevation. At the Contractor's option, remove the complete foundation.

6. Metal Poles:

Consult Division Traffic Services regarding ownership of poles. If the Division chooses to maintain these structures in their inventory for future use, permanently mark the pole with the signal inventory number, asset inventory number or some identifying information that identifies where the pole came from

Remove the metal support poles, and promptly transport the metal support poles from the project. Use methods to remove the metal support poles and attached equipment that will not result in damage to other portions of the project or facility. Repair damages that are a result of the Contractor's actions at no additional cost to the Department.

Transport and properly dispose of the materials.

Backfill and compact disturbed areas to match the finished ground elevation. Seed unpaved areas.

Use methods to remove the foundations that will not result in damage to other portions of the project or facility. Repair damages that are a result of the Contractor's actions at no cost to the Department.

5.4. POLE NUMBERING SYSTEM

A. New Poles

Attach an identification tag to each pole shaft section as shown on Metal Pole Standard Sheet M2 "Typical Fabrication Details for All Metal Poles."

5.5. MEASUREMENT AND PAYMENT

Actual number of metal poles with dual mast arms furnished, installed, and accepted.

Actual number of designs for mast arms with metal poles furnished and accepted.

Actual number of metal signal pole foundations removed and disposed.

Actual number of metal signal poles removed and disposed.

Actual number of soil tests with SPT borings drilled furnished and accepted.

Actual volume of concrete poured in cubic yards of drilled pier foundation furnished, installed, and accepted.

No measurement will be made for foundation designs prepared with metal pole designs, as these will be considered incidental to designing Traffic Signal, CCTV or MVD support structures.

Payment will be made under:

Metal Pole with Dual Mast Arm.....	Each
Mast Arm with Metal Pole Design	Each
Metal Pole Foundation Removal	Each
Metal Pole Removal.....	Each
Soil Test.....	Each
Drilled Pier Foundation.....	Cubic Yard

6. PROTECTIVE COATING FOR METAL POLES

6.1. Description

Protective coating for metal poles is a supplemental durable color coating that is applied to galvanized steel and aluminum traffic signal structures installed in locations where maintaining an aesthetic appearance is important. Powder Coating is the preferred supplemental protective coating process for coating galvanized steel and aluminum structures. However, for the purposes of this special provision, an Acrylic Primer and topcoat paint system is included as an acceptable alternative when protective color coating is required.

Provide protective coating over galvanization for all steel poles including all necessary hardware in accordance with the plans and specifications. Any aluminum components do not need to be galvanized before application of protective coating.

6.2. Materials

With the exception of aluminum components, furnish all metal poles with galvanic protection along with a tough and durable application of protective coating. Aluminum components shall have a durable powder coating application. Galvanization is not required for aluminum components.

Furnish pole caps that have a low gloss powder finish applied over a hot-dipped galvanized surface. Comply with the applicable provisions of Section 442-10 and 442-13 of the 2018 *Standard Specifications*.

Ensure the selected color for protective coating has been verified and approved by the Engineer prior to fabrication.

6.3. Coating Shop Approval

Approve the coating shop facility prior to the application of any coating process. Submit all requests, procedures, and documents electronically to:

- Mr. Cabell Garbee, P.E., Manufactured Products Engineer
- cgarbee@ncdot.gov

- A) Submit a quality control procedure that the company has established to ensure a quality and durable coating. The quality control procedure shall contain at a minimum the following:
- Qualified / Certified personnel to manage the QC Program and to conduct Quality Control tests
 - Qualified / certified coaters
 - Source and type of powder
 - How the powder will be stored
 - Powder application facility (heated or unheated)
 - Surface pre-treatment
 - Surface preparation including profile
 - Application methods
 - Curing conditions (conventional or infrared)
 - Curing Temperature
 - Adhesion & Holiday Detection
 - Repair Procedure
 - Storage and protection of coated items
 - Shipping and handling (packing, protection, and wrapping)
- B) Submit a powder certification from the manufacturer
- C) Submit the following to the Chemical Testing Engineer a minimum of four weeks prior to coating application.
1. Two test panels of ASTM A36 steel, ¼ or greater in thickness measuring 8 inches by 11 inches using the proposed color of the final coat; a powder coated over galvanized test panel and a powder coated over un-galvanized test panel.
 2. In addition, provide two (2) samples of the same or comparable material and thickness as production pieces. Ensure production piece replicas do not exceed twelve inches (12”) in length and width nor 50 pounds in weight.
 3. Submit all test panels with inspection reports and records according to *Standard Specifications*, Section 442, Section 1072, Section 1076, and Section 1080.
 4. Acceptance of the panels is determined by meeting the requirements of ASTM D-4541 of 800 psi for both galvanized and un-galvanized and production piece test panels.
 5. Send all panels to:
Materials and Tests Unit
1801 Blue Ridge Road

Raleigh, NC 27607

Attn: Chemical Testing Engineer

6.4. POWDER COATING

A. Galvanizing

Galvanize steel products in accordance with Section 1076 of the *Standard Specifications*. Ensure the fabricator or designated representative(s) that is supplying the components to be galvanized communicates with the galvanizer to indicate that the galvanized pieces will be powder coated to avoid water or chromate quenching.

B. Surface Preparation

Comply with manufacturer's recommended surface coating specifications, Steel Structure Painting Council (SSPC) specifications and applicable articles of Section 442 (Painting Steel Structures) of the *Standard Specifications*. Ensure that surface preparations and treatments are performed and meet the requirements of the above referenced specifications.

Some pole components, specifically steel plates $\frac{3}{4}$ inches or more in thickness, may need blast cleaning prior to structure assembly to remove impurities and non-metallic foreign materials. Mechanically remove all weld flux after structure is assembled

Degrease and prepare steel structure for zinc coating after assembly using full immersion baths and pickling processes in heat controlled caustic and acid solutions. Rinse and clean structure to remove caustic or acid solutions by immersion in a circulating fresh water bath. Immerse structure in a heat controlled concentrated zinc ammonium chloride flux solution and air dry as a final prep before hot-dip galvanization.

Ensure that the surface preparation is no less than specified by the powder manufacturer's recommendations. Prepare all components to be coated in accordance with SSPC SP-2 (Hand Tool Cleaning) and/or SSPC SP-3 (Power Tool Cleaning). Remove all drainage spikes, high spots, protrusions or other surface defects using hand or power tools. Do not remove the galvanization below the limits set forth in AASHTO M111.

Remove grease, oils, moisture, scale, rust or any other foreign matter prior to powder coating to ensure ideal adhesion and coating performance. Prepare and coat the galvanized surface as soon as possible after the galvanization process.

C. Powder Coating Application and Curing

Prepare galvanized finish for powder coating by brush blasting in accordance with SSPC-SP7. Ensure all threaded components of the structure are protected from damage during blasting process.

Use thermosetting powder resin that meets 5A or 5B classifications of ASTM D3359. Apply powder coating electrostatically. Follow manufacturer's recommended preheating requirements. Ensure the topcoat finish is applied uniformly to all surfaces with a dry film thickness of between 3.0 to 5.0 mils. Cure the topcoat by heating the structure to manufacturer recommended temperatures at the duration required to ensure complete and uniform bond.

D. Quality Control

Ensure the applicator provides all test reports and documentation and inspects all coated material as outlined in the *Standard Specifications*, Section 442, Section 1072, Section 1076, and Section 1080. Ensure the quality control inspection is kept separate from the production functions.

E. Storage, Shipping, and Handling

Store all powder coated material inside or as directed by the Engineer.

Protect the product from incurring damage during all shipping, handling, and storing activities. Do not store the product directly on the ground or in areas where water may pool; the Engineer determines the effectiveness of all storage, shipping and handling methods.

F. Repair of Powder Coated Material

Repair all damage to the coating by the original method of application as outlined in the coating facility's repair procedure. Ensure all repair areas meet the original requirements for adhesion as stated in this Project Special Provision.

Photograph, document, and report all damages upon delivery to the project site prior to unloading. Provide documented damage notifications to the Engineer or to their authorized representative so the application firm can be notified. The Engineer has the authority to accept or reject the material as outlined in the *Standard Specifications*.

Submit to the Engineer a repair procedure for damaged coatings which occur during storage, transporting, handling and or installation. Utilize a liquid paint approved by the Department, compatible with the powder applied product. Ensure all repair areas demonstrate an adhesion rating of 400 psi in accordance with ASTM D-4541. Obtain Engineer's acceptance of the final finish.

6.5.ACRYLIC PRIMER AND TOP COAT PAINT SYSTEM**A. Description**

Follow NCDOT procedures for Powder Coating over Galvanizing. Provide an Acrylic Primer and top coat when a substitute for powder coating is necessary.

Provide supplemental coating for all mast arms with metal signal poles and all necessary hardware for the signalized intersection in accordance with the Structural Steel Shop Coatings Program, NCDOT Standard specifications – sections 442 and 1080, as contained herein, and as shown on the plans. The Structural Steel Shop Coatings Program can be found at the following link: <https://connect.ncdot.gov/resources/Materials/MaterialsResources/Structural%20Steel%20Shop%20Coatings%20Program.pdf>

Ensure all painting work for new structures, except field touch-up and bolt painting is performed in the shop.

Coatings Shop Approval

Use only NCDOT approved shop coating facilities meeting the requirements outlined in the current edition of the Structural Steel Shop Coatings Program. This program is available on the Materials and Tests website.

Provide shop certification in accordance with the Structural Steel Shop Coatings Program (Shop facilities that are currently certified and in good standing with the American Institute Steel Construction (AISC) / Sophisticated Paint Endorsement (SPE) and/or the Society of Protective Coatings (SSPC) Qualification Procedure Three (QP-3).

B. Surface Preparation

Ensure all surface preparation is not less than that specified by the paint manufacturer’s recommendations.

Clean galvanized surfaces to be painted with a 2,500 psi pressure washer. Allow surfaces to dry completely before beginning surface preparation.

Ensure all components to be coated are prepared in accordance with SSPC SP2 (Hand Tool Cleaning and or SSPC SP-3 (Power Tool Cleaning). Smooth high spots and rough edges, such as metal drip lines, of galvanized surfaces in accordance with ASTM D6386. Do not remove the galvanization below the limits set forth in AASHTO M111.

Perform abrasive sweep blasting in accordance with ASTM D6386. Refer to this section for a description of the abrasive blast material to be used. Use a material and technique capable of stripping action to remove corrosion products and to provide a rough surface profile while leaving base zinc layers intact.

Blow down all blasted surfaces with clean compressed air to provide a clean, dry surface.

Ensure all surfaces are free of visible zinc oxides or zinc hydroxides.

C. Materials

Use an approved/qualified waterborne paint meeting the requirements of NCDOT Standard specification section 1080. Do not apply paint until each batch has been tested by the Department. Provide color as specified in the contract documents.

Ensure all paint used on this contract is produced by the same manufacturer.

D. Painting

Apply paint in accordance with the requirements of the Structural Steel Shop Coatings Program, Section 442 and Section 1080 of the *Standard Specifications* as modified herein.

**System for Paint over Galvanize
Acrylic Primer and Topcoats**

Coat	Material	Mils Dry/Wet Film Thickness	Mils Dry/Wet Film Thickness
------	----------	-----------------------------	-----------------------------

		Minimum	Maximum
Primer	1080-9 White	3.0 DFT	5.0 DFT
Stripe	1080-9 *	4.0 WFT	7.0 WFT
Topcoat	1080-9 *	2.0 DFT	4.0 DFT
Total		5.0 DFT	9.0 DFT

***Ensure the selected color for protective coating has been verified and approved by the Engineer prior to fabrication.**

The time between blast and coating application shall be in accordance with ASTM D6386 time requirements. In no case shall the prepared surface extend beyond 8 hours.

Mask off and do not paint all data plates and faying surfaces prior to application.

Spray apply all coatings except for the stripe coat. Brush apply the stripe coat to all plate edges, welds, bolt holes and bolts prior to applying the finish coat.

E. Curing

Follow manufacturer recommendations.

F. Inspection

Quality Control shall conduct the required quality control tests as outlined in the Structural Steel Shop Coatings Program and report the minimum information required by the appropriate ASTM test methods. At a minimum, quality control forms shall be on company letterhead with logo that provides a daily inspection report form equivalent to the information required on the M&T-611 Form. The M&T-611 Form can be found in the Structural Steel Shop Coatings Program. Dry Film Thickness (DFT) measurements shall be obtained on all coating layers, including the galvanized layer and shall incorporate the use of a Type 2 gauge as defined in SSPC PA-2.

Ensure all material is of a uniform appearance free of runs, drips, and sags.

G. Handling

Do not handle, ship, or erect coated members until paint is thoroughly dry.

Protect all shipping and handling either from the coating facility to project site and or storage site to area(s) to construction location from incurring damage to product. Wood blocks and nylon slings are recommended for securing, loading, hoisting or storing members.

H. Repair of Damaged Coating

Repair damage occurring to the galvanized portion of the coating during shipment or installation in accordance with Articles 1076-7 and 1080-7 of the *Standard Specifications*. Repair damage occurring to the painted portion of the coating during shipment or installation by applying 4.0-7.0 wet mils of topcoat with a brush or roller and feather or taper this to be level with the surrounding areas.

6.6. MEASUREMENT AND PAYMENT

Actual number of dual mast arm poles with protective coating applied furnished, installed, and accepted.

Actual number of signal pedestals with protective coating applied furnished, installed, and accepted.

Payment will be made under:

Protective Coating for Dual Mast Arm Pole (Black).....	Each
Protective Coating for Signal Pedestal (Black)	Each

7. JUNCTION BOX MARKERS

7.1. DESCRIPTION

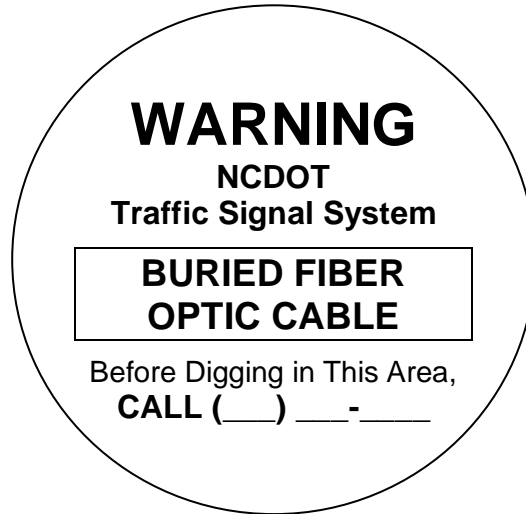
Furnish and install junction box markers with all necessary hardware and adhesives to warn of buried fiber-optic communications cable.

7.2. MATERIALS

A. Junction Box Markers

Furnish durable, non-reflective junction box markers, also known as curb markers, fabricated from UV-resistant, non-metallic materials other than ceramic material, such as polyurethane or high impact polypropylene or other high impact plastic. Provide junction box markers that are designed for outdoor use, that are waterproof, that resist fading, that are temperature stable and that resist chemical and mechanical abrasion. Furnish junction box markers with a quick-setting adhesive designed for use with the junction box markers supplied and designed to permanently adhere junction box markers to Portland cement/concrete, steel, and cast iron as well as other non-porous hard surfaces. Do not provide markers that require intrusive fasteners to secure the marker to the surface. Do not provide adhesives that are not designed for use with the junction markers supplied. Provide junction box markers that do not require special tools such as torches, tamping machines or drills or hardware or special surface preparation for installation. Furnish junction box markers from a manufacturer that has been producing such junction box markers (i.e., curb markers) for a minimum of 10 consecutive years.

Order the junction box marker with the Division’s Phone Number printed on the marker, hand written sharpie labeling is not acceptable. Consult with the Engineer to ensure the junction box labels are ordered with the correct Division phone number. Provide junction box markers that contain the text and symbols, text emphasis and text proportions depicted in the example format shown below.:



Overall Junction Box Marker Dimensions: 2.5” diameter

Text: Black

Background: Light Gray (to blend with concrete and granite surfaces)

Submit samples of proposed junction marker to the Engineer for approval before installation. In lieu of designing a custom junction box marker, the Contractor may submit for the Engineer’s approval a stock/standard junction box marker format (i.e., off-the-shelf format) from the junction box marker manufacturer that differs from the example format proposed above but that still embodies the content and intent conveyed by the example format.

Have the junction box marker manufacturer provide a list of references along with contract information for at least five different municipal government agencies and/or state departments of transportation that have installed the proposed manufacturer’s markers and can attest to the performance of the manufacturer’s markers over a continuous period of no less than seven years. Submit these references to the Engineer for review in conjunction with submission of the sample.

7.3. CONSTRUCTION METHODS

A. Junction Box Markers

Apply junction box markers to the surface of the junction box cover/lid on all new and/or existing junction boxes that are to be reused to house the fiber-optic communications cable. Additionally, at locations where a junction box is perpendicular to a raised curb place an additional junction box marker on the curb.

Clean surface to which the junction box marker will be applied. Make sure application surface is dry and free of any loose debris or cracks. Apply adhesive to back side of the junction box marker in accordance with manufacturer’s instructions. Apply additional adhesive when surface is uneven or textured to fill voids and assure secure adhesion. Apply the junction box marker to the application surface and press firmly. Ensure that entire edge around perimeter of marker is sealed to the application surface.

Position the marker in the approximate center of the junction box cover and orient the marker so that its text is parallel to long side of the cover. On curb sections install the marker on the flattest surface of the curb at a point that is perpendicular to the junction box.

Junction box markers are not required to be place on flat surfaces of the roadway where there is no curbing, unless required by the Engineer.

7.4. MEASUREMENT AND PAYMENT

Junction Box Marker will be measured and paid for as the actual number of junction box markers furnished, installed, and accepted.

No measurement will be made of junction box marker adhesive as this will be considered incidental to furnishing and installing the junction box marker.

Payment will be made under:

Junction Box Marker Each

8. BACK PULL FIBER OPTIC CABLE

8.1. DESCRIPTION

Back pull and store or back pull and reinstall existing communications cable.

8.2. CONSTRUCTION

During project construction where instructed to back pull existing aerial sections of fiber optic communications cable, de-lash the cable from the messenger cable and back pull the cable to a point where it can be stored or re-routed as shown on the plans. If instructed, remove and discard the existing messenger cable and pole mounting hardware once the cable is safely out of harm’s way.

During project construction where instructed to back pull existing underground sections of fiber optic communications cable, back pull the cable to a point where it can be stored or re-routed as shown on the plans. If instructed, remove abandoned junction boxes and backfill with a suitable material to match the existing grade. Leave abandoned conduits in place unless otherwise noted.

Where instructed, re-pull the fiber optic cable back along messenger cable or through conduit systems.

8.3. MEASUREMENT AND PAYMENT

Back Pull Fiber Optic Cable will be paid for as the actual linear feet of fiber optic cable back pulled and either stored or back pulled and rerouted. Payment is for the actual linear feet of cable back pulled.

No payment will be made for removing messenger cable and pole mounting hardware or removing junction boxes and back filling to match the surrounding grade as these items of work will be considered incidental to back pulling the fiber optic cable.

Payment will be made under:

Back Pull Fiber Optic Cable Linear Feet

9. ETHERNET EDGE SWITCH

Furnish and install a managed Ethernet edge switch as specified below that is fully compatible, interoperable, and completely interchangeable and functional within the existing City or Division traffic signal system communications network.

9.1. DESCRIPTION

A. Ethernet Edge Switch:

Furnish and install a hardened, field Ethernet edge switch (hereafter “edge switch”) for traffic signal controllers as specified below. Ensure that the edge switch provides wire-speed, fast Ethernet connectivity at transmission rates of 100 megabits per second from each remote ITS device location to the routing switches.

Contact the City or Division to arrange for the programming of the new Field Ethernet Switches with the necessary network configuration data, including but not limited to, the Project IP Address, Default Gateway, Subnet Mask and VLAN ID information. Provide a minimum five (5) days working notice to allow the City or Division to program the new devices.

B. Network Management:

Ensure that the edge switch is fully compatible with the City’s or Division’s existing Network Management Software.

9.2. MATERIALS

A. General:

Ensure that the edge switch is fully compatible and interoperable with the trunk Ethernet network interface and that the edge switch supports half and full duplex Ethernet communications.

Furnish an edge switch that provide 99.999% error-free operation, and that complies with the Electronic Industries Alliance (EIA) Ethernet data communication requirements using single-mode fiber-optic transmission medium and copper transmission medium. Ensure that the edge switch has a minimum mean time between failures (MTBF) of 10 years, or 87,600 hours, as calculated using the Bellcore/Telcordia SR-332 standard for reliability prediction.

B. Compatibility Acceptance

The Engineer has the authority to require the Contractor to submit a sample Field Ethernet Switch and Field Ethernet Transceiver along with all supporting documentation, software and testing procedures to allow a compatibility acceptance test be performed prior to approving the proposed Field Ethernet Switch and Field Ethernet Transceiver for deployment. **The Compatibility Acceptance testing will ensure that the proposed device is 100% compatible and interoperable with the existing City Signal System network, monitoring software and Traffic Operations Center network hardware.** Allow fifteen (15) working days for the Compatibility Acceptance Testing to be performed

C. Standards:

Ensure that the edge switch complies with all applicable IEEE networking standards for Ethernet communications, including but not limited to:

- IEEE 802.1D standard for media access control (MAC) bridges used with the Spanning Tree Protocol (STP);
- IEEE 802.1Q standard for port-based virtual local area networks (VLANs);
- IEEE 802.1P standard for Quality of Service (QoS);
- IEEE 802.1w standard for MAC bridges used with the Rapid Spanning Tree Protocol (RSTP);
- IEEE 802.1s standard for MAC bridges used with the Multiple Spanning Tree Protocol;
- IEEE 802.1x standard for port based network access control, including RADIUS;

- IEEE 802.3 standard for local area network (LAN) and metropolitan area network (MAN) access and physical layer specifications;
- IEEE 802.3u supplement standard regarding 100 Base TX/100 Base FX;
- IEEE 802.3x standard regarding flow control with full duplex operation; and
- IFC 2236 regarding IGMP v2 compliance.
- IEEE 802.1AB Link Layer Discovery Protocol (LLDP)
- IEEE 802.3ad Ethernet Link Aggregation
- IEEE 802.3i for 10BASE-T (10 Mbit/s over Fiber-Optic)
- IEEE 802.3ab for 1000BASE-T (1Gbit/s over Ethernet)
- IEEE 802.3z for 1000BASE-X (1 Gbit/s Ethernet over Fiber-Optic)

D. Functional:

Ensure that the edge switch supports all Layer 2 management features and certain Layer 3 features related to multicast data transmission and routing. These features shall include, but not be limited to:

- An STP healing/convergence rate that meets or exceeds specifications published in the IEEE 802.1D standard.
- An RSTP healing/convergence rate that meets or exceeds specifications published in the IEEE 802.1w standard.
- An Ethernet edge switch that is a port-based VLAN and supports VLAN tagging that meets or exceeds specifications as published in the IEEE 802.1Q standard, and has a minimum 4-kilobit VLAN address table (254 simultaneous).
- A forwarding/filtering rate that is a minimum of 14,880 packets per second for 10 megabits per second and 148,800 packets per second for 100 megabits per second.
- A minimum 4-kilobit MAC address table.
- Support of Traffic Class Expediting and Dynamic Multicast Filtering.
- Support of, at a minimum, snooping of Version 2 & 3 of the Internet Group Management Protocol (IGMP).
- Support of remote and local setup and management via telnet or secure Web-based GUI and command line interfaces.
- Support of the Simple Network Management Protocol version 3 (SNMPv3). Verify that the Ethernet edge switch can be accessed using the resident EIA-232 management port, a telecommunication network, or the Trivial File Transfer Protocol (TFTP).
- Port security through controlling access by the users. Ensure that the Ethernet edge switch has the capability to generate an alarm and shut down ports when an unauthorized user accesses the network.
- Support of remote monitoring (RMON-1 & RMON-2) of the Ethernet agent.
- Support of the TFTP and SNTP. Ensure that the Ethernet edge switch supports port mirroring for troubleshooting purposes when combined with a network analyzer.

E. Physical Features:

Ports: Provide 10/100/1000 Mbps auto-negotiating ports (RJ-45) copper Fast Ethernet ports for all edge switches. Provide auto-negotiation circuitry that will automatically negotiate the highest

possible data rate and duplex operation possible with attached devices supporting the IEEE 802.3 Clause 28 auto-negotiation standard.

Optical Ports: Ensure that all fiber-optic link ports operate at 1310 or 1550 nanometers in single mode. Provide Type LC connectors for the optical ports, as specified in the Plans or by the Engineer. Do not use mechanical transfer registered jack (MTRJ) type connectors.

Provide an edge switch having a minimum of two optical 100/1000 Base X ports capable of transmitting data at 100/1000 megabits per second. Ensure that each optical port consists of a pair of fibers; one fiber will transmit (TX) data and one fiber will receive (RX) data. Ensure that the optical ports have an optical power budget of at least 15 dB.

Copper Ports: Provide an edge switch that includes a minimum of four copper ports. Provide Type RJ-45 copper ports and that auto-negotiate speed (i.e., 10/100/1000 Base) and duplex (i.e., full or half). Ensure that all 10/100/1000 Base TX ports meet the specifications detailed in this section and are compliant with the IEEE 802.3 standard pinouts. Ensure that all Category 5E unshielded twisted pair/shielded twisted pair network cables are compliant with the EIA/TIA-568-B standard.

Port Security: Ensure that the edge switch supports/complies with the following (remotely) minimum requirements:

- Ability to configure static MAC addresses access;
- Ability to disable automatic address learning per ports; know hereafter as Secure Port. Secure Ports only forward; and
- Trap and alarm upon any unauthorized MAC address and shutdown for programmable duration. Port shutdown requires administrator to manually reset the port before communications are allowed.

F. Management Capabilities:

Ensure that the edge switch supports all Layer 2 management features and certain Layer 3 features related to multicast data transmission and routing. These features shall include, but not be limited to:

- An STP healing/convergence rate that meets or exceeds specifications published in the IEEE 802.1 D standards;
- An RSTP healing/convergence rate that meets or exceeds specifications published in the IEEE 802.1w standard;
- An Ethernet edge switch that is a port-based VLAN and supports VLAN tagging that meets or exceeds specifications as published in the IEEE 802.1Q standard, and has a minimum 4-kilobit VLAN address table (254 simultaneous);
- A forwarding/filtering rate that is a minimum of 14,880 packets per second for 10 megabits per second, 148,800 packets per second for 100 megabits per second and 1,488,000 packets per second for 1000 megabits per second;
- A minimum 4-kilobit MAC address table;
- Support of Traffic Class Expediting and Dynamic Multicast Filtering.
- Support of, at a minimum, snooping of Version 2 & 3 of the Internet Group Management Protocol (IGMP);
- Support of remote and local setup and management via telnet or secure Web-based GUI and command line interfaces; and

- Support of the Simple Network Management Protocol (SNMP). Verify that the Ethernet edge switch can be accessed using the resident EIA-232 management port, a telecommunication network, or the Trivial File Transfer Protocol (TFTP).

Network Capabilities: Provide an edge switch that supports/complies with the following minimum requirements:

- Provide full implementation of IGMPv2 snooping (RFC 2236);
- Provide full implementation of SNMPv1, SNMPv2c, and/or SNMPv3;
- Provide support for the following RMON–I groups, at a minimum:
 - Part 1: Statistics
 - Part 2: History
 - Part 3: Alarm
 - Part 9: Event
- Provide support for the following RMON–2 groups, at a minimum:
 - Part 13: Address Map
 - Part 16: Layer Host
 - Part 17: Layer Matrix
 - Part 18: User History
- Capable of mirroring any port to any other port within the switch;
- Meet the IEEE 802.1Q (VLAN) standard per port for up to four VLANs;
- Meet the IEEE 802.3ad (Port Trunking) standard for a minimum of two groups of four ports;
- Password manageable;
- Telnet/CLI;
- HTTP (Embedded Web Server) with Secure Sockets Layer (SSL); and
- Full implementation of RFC 783 (TFTP) to allow remote firmware upgrades.

Network Security: Provide an edge switch that supports/complies with the following (remotely) minimum network security requirements:

- Multi-level user passwords;
- RADIUS centralized password management (IEEE 802.1X);
- SNMPv3 encrypted authentication and access security;
- Port security through controlling access by the users: ensure that the Ethernet edge switch has the capability to generate an alarm and shut down ports when an unauthorized user accesses the network;
- Support of remote monitoring (RMON-1&2) of the Ethernet agent; and
- Support of the TFTP and SNTP. Ensure that the Ethernet edge switch supports port mirroring for troubleshooting purposes when combined with a network analyzer.

G. Electrical Specifications:

Ensure that the edge switch operates and power is supplied with 115 volts of alternating current (VAC). Ensure that the edge switch has a minimum operating input of 110 VAC and a maximum operating input of 130 VAC. Ensure that if the device requires operating voltages other than 120 VAC, supply the required voltage converter. Ensure that the maximum power consumption does not exceed 50 watts. Ensure that the edge switch has diagnostic light emitting diodes (LEDs), including link, TX, RX, speed (for Category 5E ports only), and power LEDs.

H. Environmental Specifications:

Ensure that the edge switch performs all of the required functions during and after being subjected to an ambient operating temperature range of -30 degrees to 165 degrees Fahrenheit as

defined in the environmental requirements section of the NEMA TS 2 standard, with a noncondensing humidity of 0 to 95%.

Provide certification that the device has successfully completed environmental testing as defined in the environmental requirements section of the NEMA TS 2 standard. Provide certification that the device meets the vibration and shock resistance requirements of Sections 2.1.9 and 2.1.10, respectively, of the NEMA TS 2 standard. Ensure that the edge switch is protected from rain, dust, corrosive elements, and typical conditions found in a roadside environment.

The edge switch shall meet or exceed the following environmental standards:

- IEEE 1613 (electric utility substations)
- IEC 61850-3 (electric utility substations)
- IEEE 61800-3 (variable speed drive systems)
- IEC 61000-6-2 (generic industrial)
- EMF – FCC Part 15 CISPR (EN5502) Class A

I. Ethernet Patch Cable:

Furnish a factory pre-terminated/pre-connectorized Ethernet patch cable with each edge switch. Furnish Ethernet patch cables meeting the following physical requirements:

- Five (5)-foot length
- Category 5e or better
- Factory-installed RJ-45 connectors on both ends
- Molded anti-snag hoods over connectors
- Gold plated connectors

Furnish Fast Ethernet patch cords meeting the following minimum performance requirements:

- TIA/EIA-568-B-5, Additional Transmission Performance Specifications for 4-pair 100 Ω Enhanced Category 5 Cabling
- Frequency Range: 1-100 MHz
- Near-End Crosstalk (NEXT): 30.1 dB
- Power-sum NEXT: 27.1 dB
- Attenuation to Crosstalk Ratio (ACR): 6.1 dB
- Power-sum ACR: 3.1 dB
- Return Loss: 10dB
- Propagation Delay: 548 nsec

9.3. CONSTRUCTION METHODS

A. General:

Ensure that the edge switch is UL listed.

Verify that network/field/data patch cords meet all ANSI/EIA/TIA requirements for Category 5E and Category 6 four-pair unshielded twisted pair cabling with stranded conductors and RJ45 connectors.

Contact the Signal Shop a minimum of 5 days prior to installation for the most current edge switch IP Address, VLAN, subnet mask, default gateway and configuration files.

B. Edge Switch:

Mount the edge switch inside each field cabinet by securely fastening the edge switch to the upper end of the right rear vertical rail of the equipment rack using manufacturer-recommended or Engineer-approved attachment methods, attachment hardware and fasteners.

Ensure that the edge switch is mounted securely in the cabinet and is fully accessible by field technicians without blocking access to other equipment. Verify that fiber-optic jumpers consist of a length of cable that has connectors on both ends, primarily used for interconnecting termination or patching facilities and/or equipment.

9.4. MEASUREMENT AND PAYMENT

Ethernet edge switch will be measured and paid as the actual number of Ethernet edge switches furnished, installed, and accepted.

No separate measurement will be made for Ethernet patch cable, power cord, mounting hardware, nuts, bolts, brackets, or edge switch programming as these will be considered incidental to furnishing and installing the edge switch.

Payment will be made under:

Ethernet Edge Switch Each

10. DIGITAL CCTV CAMERA ASSEMBLY

10.1. DESCRIPTION

Furnish and install a Digital CCTV Camera Assembly as described in these Project Special Provisions. All new CCTV cameras shall be fully compatible with the video management software currently in use by the Region and the Statewide Traffic Operations Center (STOC). Provide a Pelco Spectra Enhanced low light 30X minimum zoom, Axis Dome Network Camera low light 30X minimum zoom or an approved equivalent that meets the requirements of these Project Special Provisions.

Materials

A. General

Furnish and install new CCTV camera assembly at the locations shown on the Plans and as approved by the Engineer. Each assembly consists of the following:

- One dome CCTV color digital signal processing camera unit with zoom lens, filter, control circuit, and accessories in a single enclosed unit
- A NEMA-rated enclosure constructed of aluminum with a clear acrylic dome or approved equal Camera Unit housing.
- Motorized pan, tilt, and zoom
- Built-in video encoder capable of H.264/MPEG-4 compression for video-over IP transmission
- Pole-mount camera attachment assembly
- A lightning arrestor installed in-line between the CCTV camera and the equipment cabinet components.
- All necessary cable, connectors and incidental hardware to make a complete and operable system.

B. Camera and Lens

1. Cameras

Furnish a new CCTV camera that utilizes charged-coupled device (CCD) technology or Complementary Metal-Oxide-Semiconductor (CMOS) technology. The camera must meet the following minimum requirements:

- Video Resolution: Minimum 1920x1080 (HDTV 1080p)
- Aspect Ratio: 16:9
- Overexposure protection: The camera shall have built-in circuitry or a protection device to prevent any damage to the camera when pointed at strong light sources, including the sun
- Low light condition imaging
- Wide Dynamic Range (WDR) operation
- Electronic Image Stabilization (EIS)
- Automatic focus with manual override

2. Zoom Lens

Furnish each camera with a motorized zoom lens that is a high-performance integrated dome system or approved equivalent with automatic iris control with manual override and neutral density spot filter. Furnish lenses that meet the following optical specifications:

- 30X minimum optical zoom, and 12X minimum digital zoom
- Preset positioning: minimum of 128 presets

The lens must be capable of both automatic and remote manual control iris and focus override operation. The lens must be equipped for remote control of zoom and focus, including automatic movement to any of the preset zoom and focus positions. Mechanical or electrical means must be provided to protect the motors from overrunning in extreme positions. The operating voltages of the lens must be compatible with the outputs of the camera control.

Communication Standards:

The CCTV camera shall support the appropriate NTCIP 1205 communication protocol (version 1.08 or higher), ONVIF Profile G protocol, or approved equal.

Networking Standards:

- Network Connection: 10/100 Mbps auto-negotiate
- Frame Rate: 30 to 60 fps
- Data Rate: scalable
- Built-in Web Server
- Unicast & multicast support
- Two simultaneous video streams (Dual H.264 and MJPEG):
 - Video 1: H.264 (Main Profile, at minimum)
 - Video 2: H.264 or MJPEG
- Supported Protocols: DNS, IGMPv2, NTP, RTSP, RTP, TCP, UDP, DHCP, HTTP, IPv4, IPv6
- 130 db Wide Dynamic Range (WDR)

The video camera shall allow for the simultaneous encoding and transmission of the two digital video streams, one in H.264 format (high-resolution) and one in H.264 or MJPEG format (low-resolution).

Initially use UDP/IP for video transport and TCP/IP for camera control transport unless otherwise approved by the Engineer.

The 10/100BaseTX port shall support half-duplex or full-duplex and provide auto negotiation and shall be initially configured for full-duplex.

The camera unit shall be remotely manageable using standard network applications via web browser interface administration. Telnet or SNMP monitors shall be provided.

C. Camera Housing

Furnish new dome style enclosure for the CCTV assembly. Equip each housing with mounting assembly for attachment to the CCTV camera pole. The enclosures must be equipped with a sunshield and be fabricated from corrosion resistant aluminum and finished in a neutral color of weather resistant enamel. The enclosure must meet or exceed NEMA 4X ratings. The viewing area of the enclosure must be tempered glass. The pendant must meet NEMA Type 4X, IP66 rating and use 1-1/2-inch NPT thread. The sustained operating temperature must be -50 to 60C (-58 to 144F), condensing temperature 10 to 100% Relative Humidity (RH).

D. Pan and Tilt Unit

Equip each new dome style assembly with a pan and tilt unit. The pan and tilt unit must be integral to the high-performance integrated dome system. The pan and tilt unit must be rated for outdoor operation, provide dynamic braking for instantaneous stopping, prevent drift, and have minimum backlash. The pan and tilt units must meet or exceed the following specifications:

- Pan: continuous 360 Degrees rotation
- Tilt: up/down +2 to -90 degrees minimum
- Motors: Two-phase induction type, continuous duty, instantaneous reversing
- Preset Positioning: minimum of 128 presets
- Low latency for improved Pan and Tilt Control
- FCC, Class A; UL/cUL Listed

E. Video Ethernet Encoder

Furnish cameras with a built-in digital video Ethernet encoder to allow video-over-IP transmission. The encoder units must be built into the camera housing and require no additional equipment to transmit encoded video over IP networks.

Encoders must have the following minimum features:

- Network Interface: Ethernet 10/100Base-TX (RJ-45 connector)
- Protocols: IPv4, Ipv6, HTTP, UpnP, DNS, NTP, RTP, RTSP, TCP, UDP, IGMP, and DHCP
- Security: SSL, SSH, 802.1x, HTTPS encryption with password-controlled browser interface
- Video Streams: Minimum 2 simultaneous streams, user configurable
- Compression: H.264 (MPEG-4 Part 10/AVC)

- Resolution Scalable: NTSC-compatible 320x176 to 1920x1080 (HDTV 1080p)
- Aspect Ratio: 16:9
- Frame Rate: 1-30 FPS programmable (full motion)
- Bandwidth: 30 kbps – 6 Mbps, configurable depending on resolution
- Edge Storage: SD/SDHC/SDXC slot supporting up to 64GB memory card

F. Control Receiver/Driver

Provide each new camera unit with a control receiver/driver that is integral to the CCTV dome assembly. The control receiver/driver will receive serial asynchronous data initiated from a camera control unit, decode the command data, perform error checking, and drive the pan/tilt unit, camera controls, and motorized lens. As a minimum, the control receiver/drivers must provide the following functions:

- Zoom in/out
- Automatic focus with manual override
- Tilt up/down
- Automatic iris with manual override
- Pan right/left
- Minimum 128 preset positions for pan, tilt, and zoom, 16 Preset Tours, 256 Dome Presets
- Up to 32 Window Blanks.

In addition, each control receiver/driver must accept status information from the pan/tilt unit and motorized lens for preset positioning of those components. The control receiver/driver will relay pan, tilt, zoom, and focus positions from the field to the remote camera control unit. The control receiver/driver must accept “goto” preset commands from the camera control unit, decode the command data, perform error checking, and drive the pan/tilt and motorized zoom lens to the correct preset position. The preset commands from the camera control unit will consist of unique values for the desired pan, tilt, zoom, and focus positions.

G. Electrical

The camera assembly shall support Power-over-Ethernet (PoE) in compliance with IEEE 802.3. Provide any external power injector that is required for PoE with each CCTV assembly.

H. CCTV Camera Attachment to Pole

Furnish and install an attachment assembly for the CCTV camera unit. Use stainless steel banding approved by the Engineer.

Furnish CCTV attachments that allow for the removal and replacement of the CCTV enclosure as well as providing a weatherproof, weather tight, seal that does not allow moisture to enter the enclosure.

Furnish a CCTV Camera Attachment Assembly that can withstand wind loading at the maximum wind speed and gust factor called for in these Special Provisions and can support a minimum camera unit dead load of 45 pounds (20.4 kg).

I. Riser

Furnish material meeting the requirements of Section 1091-3 and 1098-4 of the 2018 Standard Specifications for Roads and Structures. Furnish a 1” riser with weatherhead for instances where the riser is only carrying an Ethernet cable. For installations where fiber optic cable is routed to the

cabinet through a 2” riser with heat shrink tubing the Contractor may elect to install the Ethernet cable in the same riser with the fiber cable.

J. Data line Surge Suppression

Furnish data line surge protection devices (SPD) shall meet the following minimum requirements:

- UL497B
- Service Voltage: < 60 V
- Protection Modes: L-G (All), L-L (All)
- Response Time: <5 nanoseconds
- Port Type: Shielded RJ-45 IN/Out
- Clamping Level: 75 V
- Surge Current Rating: 20 kA/Pair
- Power Handling: 144 Watts
- Data Rate: up to 10 GbE
- Operating Temperature: -40° F to + 158° F
- Standards Compliance: Cat-5e, EIA/TIA 568A and EIA/TIA 568B
- Warranty: Minimum of 5-year limited warranty

The data line surge protector shall be designed to operate with Power Over Ethernet (POE) devices. The SPD shall be designed such that when used with shielded cabling, a separate earth ground is not required. It shall be compatible with Cat-5e, Cat 6, and Cat-6A cablings.

Protect the electrical and Ethernet cables from the CCTV unit entering the equipment cabinet with surge protection. Provide an integrated unit that accepts unprotected electrical and Ethernet connections and outputs protected electrical and Ethernet connections.

K. POE Injector

Furnish POE Injectors meeting the following minimum performance requirements and that is compatible with the CCTV Camera and Ethernet Switch provided for the project.

- Working temp/humidity: 14° F to 131° F/maximum 90%, non-condensing
- Connectors: Shielded RJ-45, EIA 568A and EIA 568B
- Input Power: 100 to 240 VAC, 50 to 60 Hz
- Pass Through Data Rates: 10/100/1000 Mbps
- Regulatory: IEEE 802.3at (POE)
- Number of Ports: 1 In and 1 Out
- Safety Approvals: UL Listed

Ensure the POE Injector is designed for Plug-and-Play installation, requiring no configurations and supports automatic detection and protection of non-standard Ethernet Terminal configurations.

10.2. CONSTRUCTION METHODS

A. General

Obtain approval of the camera locations and orientation from the Engineer prior to installing the CCTV camera assembly.

Mount CCTV camera units at a height to adequately see traffic in all directions and as approved by the Engineer. The maximum attachment height is 45 feet above ground level unless specified elsewhere or directed by the Engineer.

Mount the CCTV camera units such that a minimum 5 feet of clearance is maintained between the camera and the top of the pole.

Mount CCTV cameras on the side of poles nearest intended field of view. Avoid occluding the view with the pole.

Install the data line surge protection device and POE Injector in accordance with the manufacturer's recommendations.

Install the riser in accordance with Section 1722-3 of the 2018 Standard Specifications for Roads and Structures. Install the Ethernet cable in the riser from the field cabinet to the CCTV camera.

B. Electrical and Mechanical Requirements

Ground all equipment as called for in the Standard Specifications, these Special Provisions, and the Plans.

Install surge protectors on all ungrounded conductors entering the CCTV enclosure.

10.3. GENERAL TEST PROCEDURE

Test the CCTV Camera and its components in a series of functional tests and ensure the results of each test meet the specified requirements. These tests should not damage the equipment. The Engineer will reject equipment that fails to fulfill the requirements of any test. Resubmit rejected equipment after correcting non-conformities and re-testing; completely document all diagnoses and corrective actions. Modify all equipment furnished under this contract, without additional cost to the Department, to incorporate all design changes necessary to pass the required tests.

Provide 4 copies of all test procedures and requirements to the Engineer for review and approval at least 30 days prior to the testing start date.

Only use approved procedures for the tests. Include the following in the test procedures:

- A step-by-step outline of the test sequence that demonstrates the testing of every function of the equipment or system tested
- A description of the expected nominal operation, output, and test results, and the pass / fail criteria
- An estimate of the test duration and a proposed test schedule
- A data form to record all data and quantitative results obtained during the test
- A description of any special equipment, setup, manpower, or conditions required by the test

Provide all necessary test equipment and technical support. Use test equipment calibrated to National Institute of Standards and Technology (NIST) standards. Provide calibration documentation upon request.

Conform to these testing requirements and the requirements of these specifications. It is the Contractor's responsibility to ensure the system functions properly even after the Engineer accepts the CCTV test results.

Provide 4 copies of the quantitative test results and data forms containing all data taken, highlighting any non-conforming results and remedies taken, to the Engineer for approval. An authorized representative of the manufacturer must sign the test results and data forms.

10.4. COMPATIBILITY TESTS

A. CCTV System

Compatibility Tests are applicable to CCTV cameras that the Contractor wishes to furnish but are of a different manufacturer or model series than the existing units installed in the Region. If required, the Compatibility Test shall be completed and accepted by the Engineer prior to approval of the material submittal.

The Compatibility Test shall be performed in a laboratory environment at a facility chosen by the Engineer based on the type of unit being tested. Provide notice to the Engineer with the material submitted that a Compatibility Test is requested. The notice shall include a detailed test plan that will show compatibility with existing equipment. The notice shall be given a minimum of 15 calendar days prior to the beginning of the Compatibility Test.

The Contractor shall provide, install, and integrate a full-functioning unit to be tested. The Department will provide access to existing equipment to facilitate these testing procedures. The Engineer will determine if the Compatibility Test was acceptable for each proposed device. To prove compatibility the Contractor is responsible for configuring the proposed equipment at the applicable Traffic Operations Center (TOC) with the accompaniment of an approved TOC employee.

10.5. OPERATIONAL FIELD TEST (ON-SITE COMMISSIONING)

A. CCTV System

Final CCTV locations must be field verified and approved by the Engineer. Perform the following local operational field tests at the camera assembly field site in accordance with the test plans and in the presence of the Engineer. The Contractor is responsible for providing a laptop for camera control and positioning during the test. After completing the installation of the camera assemblies, including the camera hardware, power supply, and connecting cables, the contractor shall:

Local Field Testing

Furnish all equipment and labor necessary to test the installed camera and perform the following tests before any connections are made.

- Verify that physical construction has been completed.
- Inspect the quality and tightness of ground and surge protector connections.
- Check the power supply voltages and outputs, check connection of devices to power source.

- Verify installation of specified cables and connection between the camera, PTZ, camera control receiver, and control cabinet.
- Make sure cabinet wiring is neat and labeled properly; check wiring for any wear and tear; check for exposed or loose wires.
- Perform the CCTV assembly manufacturer's initial power-on test in accordance with the manufacturer's recommendation.
- Set the camera control address.
- Exercise the pan, tilt, zoom, and focus operations along with preset positioning, and power on/off functions.
- Demonstrate the pan, tilt and zoom speeds and movement operation meet all applicable standards, specifications, and requirements.
- Define, test and/or change presets.
- Ensure camera field of view is adjusted properly and there are no objects obstructing the view.
- Ensure camera lens is dust-free.
- Ensure risers are bonded and conduits entering cabinets are sealed properly.
- Lightning arrestor bonded correctly.

Central Operations Testing

- Interconnect the CCTV Camera's communication interface device with one of the following methods as depicted on the plans:
 - communication network's assigned Ethernet switch and assigned fiber-optic trunk cable and verify a transmit/receive LED is functioning and that the CCTV camera is fully operational at the TOC.
- OR
 - to the DOT furnished cellular modem and verify a transmit/receive LED is functioning and that the CCTV camera is fully operational at the TOC.
- Exercise the pan, tilt, zoom, and focus operations along with preset positioning, and power on/off functions.
- Demonstrate the pan, tilt and zoom speeds and movement operation meet all applicable standards, specifications, and requirements.
- Define, test and/or change presets.

Approval of Operational Field Test results does not relieve the Contractor to conform to the requirements in these Project Special Provisions. If the CCTV system does not pass these tests, document a correction or substitute a new unit as approved by the Engineer. Re-test the system until it passes all requirements.

10.6. MEASUREMENT AND PAYMENT

Digital CCTV Camera Assembly will be measured and paid as the actual number of digital CCTV assemblies furnished, installed, integrated, and accepted. No separate measurement will be made for electrical cabling, connectors, CCTV camera attachment assemblies, conduit, condulets, risers, grounding equipment, surge protectors, PoE Injectors, PoE Cable, Air Terminal and Lightning Protection System, compatibility testing, operational testing or any other equipment or labor required to install the digital CCTV assembly.

Payment will be made under:

Digital CCTV Camera AssemblyEach

County : Pitt

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum	L.S.	
0003	0000700000-N	SP	FIELD OFFICE	Lump Sum	L.S.	
0004	0000910000-N	SP	GENERIC MISCELLANEOUS ITEM EXPLORATORY EXCAVATION, STANDARD	700 HR		
0005	0000910000-N	SP	GENERIC MISCELLANEOUS ITEM EXPLORATORY EXCAVATION, VACUUM	150 HR		
0006	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR		
0007	0057000000-E	226	UNDERCUT EXCAVATION	500 CY		
0008	0063000000-N	SP	GRADING	Lump Sum	L.S.	
0009	0163000000-E	250	REMOVAL OF EXISTING CONCRETE PAVEMENT	30,700 SY		
0010	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	31,200 SY		
0011	0245000000-E	SP	GENERIC GRADING ITEM HAULING & DISPOSAL OF CONTAMINATED WATER	1,000 GAL		
0012	0255000000-E	SP	GENERIC GRADING ITEM HAULING AND DISPOSAL OF PETRO- LEUM CONTAMINATED SOIL	200 TON		
0013	0257000000-E	SP	GENERIC GRADING ITEM REMOVE AND STOCKPILE EXISTING GRANITE CURB	1,340 LF		
0014	0257000000-E	SP	GENERIC GRADING ITEM ROOT PRUNING	40 LF		
0015	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	1,725 TON		
0016	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	11,994 SY		

County : Pitt

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0017	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (12", V)	220	LF	
0018	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (15", V)	572	LF	
0019	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (18", V)	556	LF	
0020	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (24", V)	252	LF	
0021	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (30", V)	256	LF	
0022	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (36", V)	20	LF	
0023	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	180	LF	
0024	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	320	LF	
0025	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	104	LF	
0026	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	648	LF	
0027	0390000000-E	310	36" RC PIPE CULVERTS, CLASS III	156	LF	
0028	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	1,080	LF	
0029	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	868	LF	
0030	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	628	LF	
0031	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	236	LF	
0032	0448600000-E	310	36" RC PIPE CULVERTS, CLASS IV	240	LF	

County : Pitt

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0033	0448700000-E	310	42" RC PIPE CULVERTS, CLASS IV	68		LF
0034	0986000000-E	SP	GENERIC PIPE ITEM 30" DUCTILE IRON PIPE, CLASS 250 (SEALED)	260		LF
0035	0992000000-E	SP	GENERIC PIPE ITEM BOOTS FOR SEALED STRUCTURES	3		EA
0036	0995000000-E	340	PIPE REMOVAL	2,583		LF
0037	1099500000-E	505	SHALLOW UNDERCUT	10,100		CY
0038	1099700000-E	505	CLASS IV SUBGRADE STABILIZA- TION	21,300		TON
0039	1220000000-E	545	INCIDENTAL STONE BASE	1,000		TON
0040	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (1-1/2")	6,430		SY
0041	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (3")	670		SY
0042	1330000000-E	607	INCIDENTAL MILLING	1,580		SY
0043	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	6,740		TON
0044	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	5,920		TON
0045	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	5,050		TON
0046	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	930		TON
0047	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	1,630		TON
0048	2253000000-E	840	PIPE COLLARS	0.35		CY
0049	2264000000-E	840	PIPE PLUGS	0.57		CY
0050	2275000000-E	SP	FLOWABLE FILL	27		CY

County : Pitt

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0051	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	120	EA	
0052	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	60.4	LF	
0053	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	10	EA	
0054	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	4	EA	
0055	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	26	EA	
0056	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	30	EA	
0057	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	27	EA	
0058	2396000000-N	840	FRAME WITH COVER, STD 840.54	23	EA	
0059	2473000000-N	SP	GENERIC DRAINAGE ITEM ANTI-SEEP COLLAR	2	EA	
0060	2473000000-N	SP	GENERIC DRAINAGE ITEM MASONRY DRAINAGE STRUCTURES (SEALED)	1	EA	
0061	2484000000-E	SP	GENERIC DRAINAGE ITEM MASONRY DRAINAGE STRUCTURES (SEALED)	4	LF	
0062	2535000000-E	846	***X *** CONCRETE CURB (8" X 18")	340	LF	
0063	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	10,590	LF	
0064	2591000000-E	848	4" CONCRETE SIDEWALK	6,020	SY	
0065	2605000000-N	848	CONCRETE CURB RAMPS	70	EA	
0066	2612000000-E	848	6" CONCRETE DRIVEWAY	4,040	SY	
0067	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	130	SY	

County : Pitt

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0068	2738000000-E	SP	GENERIC PAVING ITEM BRICK CROSSWALK	105 SY		
0069	2738000000-E	SP	GENERIC PAVING ITEM BRICK SIDEWALK	1,778 SY		
0070	2766000000-N	SP	GENERIC PAVING ITEM CONCRETE SCORING	Lump Sum	L.S.	
0071	2800000000-N	858	ADJUSTMENT OF CATCH BASINS	7 EA		
0072	2830000000-N	858	ADJUSTMENT OF MANHOLES	30 EA		
0073	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	88 EA		
0074	2860000000-N	859	CONVERT EXISTING CATCH BASIN TO JUNCTION BOX	1 EA		
0075	3572000000-E	867	CHAIN LINK FENCE RESET	260 LF		
0076	3575000000-E	SP	GENERIC FENCING ITEM PEDESTRIAN SAFETY RAIL	48 LF		
0077	3578000000-N	SP	GENERIC FENCING ITEM RESET EXISTING DOUBLE GATE	2 EA		
0078	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	2,000 SY		
0079	3836000000-E	SP	RAILROAD TRACK TO BE REMOVED	20 LF		
0080	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	155 LF		
0081	4082000000-E	903	SUPPORTS, WOOD	600 LF		
0082	4102000000-N	904	SIGN ERECTION, TYPE E	49 EA		
0083	4108000000-N	904	SIGN ERECTION, TYPE F	3 EA		
0084	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	16 EA		
0085	4158000000-N	907	DISPOSAL OF SIGN SYSTEM, WOOD	21 EA		
0086	4238000000-N	907	DISPOSAL OF SIGN, D, E OR F	4 EA		

County : Pitt

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0087	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	1,722	SF	
0088	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	475	SF	
0089	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	981	SF	
0090	4415000000-N	1115	FLASHING ARROW BOARD	1	EA	
0091	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	8	EA	
0092	4430000000-N	1130	DRUMS	100	EA	
0093	4435000000-N	1135	CONES	85	EA	
0094	4445000000-E	1145	BARRICADES (TYPE III)	696	LF	
0095	4447000000-E	SP	PEDESTRIAN CHANNELIZING DEVICES	1,736	LF	
0096	4455000000-N	1150	FLAGGER	300	DAY	
0097	4480000000-N	1165	TMA	1	EA	
0098	4510000000-N	1190	LAW ENFORCEMENT	80	HR	
0099	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM AUDIBLE WARNING DEVICES	4	EA	
0100	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM TEMPORARY CURB RAMPS	20	EA	
0101	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	17,339	LF	
0102	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	1,845	LF	
0103	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	1,701	LF	
0104	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	4	EA	

County : Pitt

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0105	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	181 EA		
0106	4780000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (8") (IV)	300 LF		
0107	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	30,420 LF		
0108	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	5,312 LF		
0109	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	1,259 LF		
0110	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	20 EA		
0111	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	146 EA		
0112	4891000000-E	1205	GENERIC PAVEMENT MARKING ITEM THERMOPLASTIC PAVEMENT MARKING LINES (16", 90 MILS)	212 LF		
0113	4891000000-E	1205	GENERIC PAVEMENT MARKING ITEM THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	734 LF		
0114	5150000000-E	1409	ELECTRICAL DUCT, TYPE **, SIZE ***** (JA, 2")	2,700 LF		
0115	5155000000-E	1409	ELECTRICAL DUCT, TYPE BD, SIZE ***** (2")	3,200 LF		
0116	5240000000-N	1411	ELECTRICAL JUNCTION BOXES ***** (18"W X 24"L X 18"D)	62 EA		
0117	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum	L.S.	
0118	5260000000-N	SP	GENERIC LIGHTING ITEM ELECTRICAL SERVICE FOR RECEPTACLES	Lump Sum	L.S.	
0119	5270000000-N	SP	GENERIC LIGHTING ITEM POCKET PARK RECEPTACLES	8 EA		

County : Pitt

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0120	5325600000-E	1510	6" WATER LINE	3,792	LF	
0121	5325800000-E	1510	8" WATER LINE	2,198	LF	
0122	5326000000-E	1510	10" WATER LINE	1,668	LF	
0123	5326200000-E	1510	12" WATER LINE	254	LF	
0124	5326600000-E	1510	16" WATER LINE	143	LF	
0125	5327000000-E	1510	20" WATER LINE	361	LF	
0126	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	45,455	LB	
0127	5536000000-E	1515	2" VALVE	2	EA	
0128	5540000000-E	1515	6" VALVE	57	EA	
0129	5546000000-E	1515	8" VALVE	31	EA	
0130	5552000000-E	1515	10" VALVE	8	EA	
0131	5558000000-E	1515	12" VALVE	7	EA	
0132	5559000000-E	1515	20" VALVE	2	EA	
0133	5571600000-E	1515	6" TAPPING SLEEVE & VALVE	1	EA	
0134	5571800000-E	1515	8" TAPPING SLEEVE & VALVE	2	EA	
0135	5572200000-E	1515	12" TAPPING SLEEVE & VALVE	1	EA	
0136	5572600000-E	1515	16" TAPPING SLEEVE & VALVE	2	EA	
0137	5648000000-N	1515	RELOCATE WATER METER	11	EA	
0138	5649000000-N	1515	RECONNECT WATER METER	80	EA	
0139	5672000000-N	1515	RELOCATE FIRE HYDRANT	1	EA	
0140	5673000000-E	1515	FIRE HYDRANT LEG	415	LF	

County : Pitt

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0141	5686500000-E	1515	WATER SERVICE LINE	9,100 LF		
0142	5691300000-E	1520	8" SANITARY GRAVITY SEWER	1,438 LF		
0143	5768500000-E	1520	SEWER SERVICE LINE	600 LF		
0144	5775000000-E	1525	4' DIA UTILITY MANHOLE	8 EA		
0145	5781000000-E	1525	UTILITY MANHOLE WALL 4' DIA	1.7 LF		
0146	5798000000-E	1530	ABANDON *** UTILITY PIPE (4")	728 LF		
0147	5800000000-E	1530	ABANDON 6" UTILITY PIPE	5,605 LF		
0148	5801000000-E	1530	ABANDON 8" UTILITY PIPE	6,018 LF		
0149	5804000000-E	1530	ABANDON 12" UTILITY PIPE	56 LF		
0150	5810000000-E	1530	ABANDON 16" UTILITY PIPE	276 LF		
0151	5828000000-N	1530	REMOVE UTILITY MANHOLE	6 EA		
0152	5835700000-E	1540	16" ENCASEMENT PIPE	24 LF		
0153	5882000000-N	SP	GENERIC UTILITY ITEM 10" FKM ELASTOMER PETROLEUM RESISTANT GASKET	4 EA		
0154	5882000000-N	SP	GENERIC UTILITY ITEM 12" FKM ELASTOMER PETROLEUM RESISTANT GASKET	25 EA		
0155	5882000000-N	SP	GENERIC UTILITY ITEM 20" FKM ELASTOMER PETROLEUM RESISTANT GASKET	15 EA		
0156	5882000000-N	SP	GENERIC UTILITY ITEM 6" FKM ELASTOMER PETROLEUM RESISTANT GASKET	43 EA		
0157	5882000000-N	SP	GENERIC UTILITY ITEM 8" FKM ELASTOMER PETROLEUM RESISTANT GASKET	107 EA		
0158	6000000000-E	1605	TEMPORARY SILT FENCE	2,900 LF		

County : Pitt

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0159	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	420 TON		
0160	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	15 TON		
0161	6012000000-E	1610	SEDIMENT CONTROL STONE	1,210 TON		
0162	6015000000-E	1615	TEMPORARY MULCHING	2 ACR		
0163	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	200 LB		
0164	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	1 TON		
0165	6029000000-E	SP	SAFETY FENCE	480 LF		
0166	6030000000-E	1630	SILT EXCAVATION	180 CY		
0167	6036000000-E	1631	MATTING FOR EROSION CONTROL	3,000 SY		
0168	6042000000-E	1632	1/4" HARDWARE CLOTH	5,100 LF		
0169	6084000000-E	1660	SEEDING & MULCHING	2 ACR		
0170	6087000000-E	1660	MOWING	1 ACR		
0171	6090000000-E	1661	SEED FOR REPAIR SEEDING	50 LB		
0172	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25 TON		
0173	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	50 LB		
0174	6108000000-E	1665	FERTILIZER TOPDRESSING	1.25 TON		
0175	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR		
0176	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	18 EA		
0177	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	5 EA		

County : Pitt

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0178	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION DEVICE CLEANOUT	165 EA		
0179	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION DEVICE	55 EA		
0180	6245000000-N	1670	CERCIS CANADENSIS, REDBUD, (B&B, 2" CAL, 12'-14' HT)	3 EA		
0181	6335000000-N	1670	HALESIA CAROLINA, CAROLINA SILVERBELL, (B&B, 2" CAL, 12'-14' HT)	1 EA		
0182	6490000000-N	1670	MYRICA CERIFERA, WAX MYRTLE, (CONT, 18" HT)	11 EA		
0183	6640000000-N	1670	GENERIC PLANTING ITEM DASIPHORA FRUTICOSA 'PINK BEAUTY' SHRUBBERY CINQUEFOIL (B&B, 24"-30")	12 EA		
0184	6640000000-N	1670	GENERIC PLANTING ITEM JUNIPERUS COMMUNIS DEPRESSA 'AUREA' YELLOW DWARF JUNIPER (CONT, 18")	39 EA		
0185	6650000000-E	1670	MULCH FOR PLANTING	22 CY		
0186	6676000000-E	SP	GENERIC PLANTING ITEM PERENNIALS AND GRASSES (CONT, SUNNY MIX)	530 SF		
0187	6676000000-E	SP	GENERIC PLANTING ITEM SEEDING (CENTIPEDE GRASS)	25,311 SF		
0188	6890000000-E	SP	CONCRETE STEPS	5.1 CY		
0189	6970000000-N	SP	GENERIC REST AREA ITEM BENCH	6 EA		
0190	6970000000-N	SP	GENERIC REST AREA ITEM BIKE RACK	8 EA		
0191	6970000000-N	SP	GENERIC REST AREA ITEM CONCRETE PLINTH	2 EA		

County : Pitt

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0192	6970000000-N	SP	GENERIC REST AREA ITEM TRASH RECEPTACLE	21 EA		
0193	6980000000-E	SP	GENERIC REST AREA ITEM STEEL PIPE HANDRAIL FOR CONCRETE STEPS	78 LF		
0194	7048500000-E	1705	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION W/COUNTDOWN)	19 EA		
0195	7060000000-E	1705	SIGNAL CABLE	6,210 LF		
0196	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	17 EA		
0197	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	8 EA		
0198	7252000000-E	1710	MESSENGER CABLE (1/4")	1,322 LF		
0199	7279000000-E	1715	TRACER WIRE	2,025 LF		
0200	7300000000-E	1715	UNPAVED TRENCHING (***** (1, 2"))	350 LF		
0201	7300000000-E	1715	UNPAVED TRENCHING (***** (2, 2"))	674 LF		
0202	7301000000-E	1715	DIRECTIONAL DRILL (***** (1, 2"))	415 LF		
0203	7301000000-E	1715	DIRECTIONAL DRILL (***** (2, 2"))	522 LF		
0204	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	13 EA		
0205	7348000000-N	1716	JUNCTION BOX (OVER-SIZED, HEA- VY DUTY)	9 EA		
0206	7372000000-N	1721	GUY ASSEMBLY	5 EA		
0207	7408000000-E	1722	1" RISER WITH WEATHERHEAD	1 EA		
0208	7420000000-E	1722	2" RISER WITH WEATHERHEAD	2 EA		
0209	7430000000-N	1722	HEAT SHRINK TUBING RETROFIT KIT	1 EA		

County : Pitt

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0210	7432000000-E	1722	2" RISER WITH HEAT SHRINK TUBING	5 EA		
0211	7456000000-E	1726	LEAD-IN CABLE (***** (14-2)	2,860 LF		
0212	7516000000-E	1730	COMMUNICATIONS CABLE (**FIBER) (12)	1,550 LF		
0213	7516000000-E	1730	COMMUNICATIONS CABLE (**FIBER) (36)	3,507 LF		
0214	7528000000-E	1730	DROP CABLE	4 LF		
0215	7540000000-N	1731	SPLICE ENCLOSURE	4 EA		
0216	7541000000-N	1731	MODIFY SPLICE ENCLOSURE	3 EA		
0217	7552000000-N	1731	INTERCONNECT CENTER	3 EA		
0218	7566000000-N	1733	DELINEATOR MARKER	1 EA		
0219	7575160000-E	1734	REMOVE EXISTING COMMUNICATIONS CABLE	3,170 LF		
0220	7575180000-N	1735	CABLE TRANSFER	1 EA		
0221	7590000000-N	SP	METAL POLE WITH DUAL MAST ARM	2 EA		
0222	7613000000-N	SP	SOIL TEST	2 EA		
0223	7614100000-E	SP	DRILLED PIER FOUNDATION	18 CY		
0224	7631000000-N	SP	MAST ARM WITH METAL POLE DE- SIGN	2 EA		
0225	7636000000-N	1745	SIGN FOR SIGNALS	1 EA		
0226	7642200000-N	1743	TYPE II PEDESTAL WITH FOUND- ATION	16 EA		
0227	7684000000-N	1750	SIGNAL CABINET FOUNDATION	4 EA		
0228	7686000000-N	1752	CONDUIT ENTRANCE INTO EXISTING FOUNDATION	4 EA		

County : Pitt

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0229	7696000000-N	1751	CONTROLLERS WITH CABINET (*****) (2070E, BASE MOUNTED)	4 EA		
0230	7901000000-N	1753	CABINET BASE EXTENDER	1 EA		
0231	7901010000-N	1753	CABINET BASE ADAPTER	3 EA		
0232	7960000000-N	SP	METAL POLE FOUNDATION REMOVAL	4 EA		
0233	7972000000-N	SP	METAL POLE REMOVAL	4 EA		
0234	7980000000-N	SP	GENERIC SIGNAL ITEM DIGITAL CCTV CAMERA ASSEMBLY	2 EA		
0235	7980000000-N	SP	GENERIC SIGNAL ITEM ETHERNET EDGE SWITCH	2 EA		
0236	7980000000-N	SP	GENERIC SIGNAL ITEM JUNCTION BOX MARKER	8 EA		
0237	7980000000-N	SP	GENERIC SIGNAL ITEM MICROWAVE VEHICLE DETECTION SYSTEM-MULTIPLE ZONES	16 EA		
0238	7980000000-N	SP	GENERIC SIGNAL ITEM PROTECTIVE COATING FOR DUAL MAST ARM POLE (BLACK)	2 EA		
0239	7980000000-N	SP	GENERIC SIGNAL ITEM PROTECTIVE COATING FOR SIGNAL PEDESTAL (BLACK)	16 EA		
0240	7990000000-E	SP	GENERIC SIGNAL ITEM BACKPULL FIBER OPTIC CABLE	405 LF		

WALL ITEMS

0241	8801000000-E	SP	MSE RETAINING WALL NO **** (6)	180 SF		
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County : Pitt

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
0242	8847000000-E	SP	GENERIC RETAINING WALL ITEM SEGMENTAL GRAVITY RETAINING WALLS	1,220 SF		

1014/Feb18/Q391598.62/D1113350470000/E242

Total Amount Of Bid For Entire Project :

Vendor 1 of 1: JSMITH CIVIL LLC (15979)
Call Order 002 (Proposal: C204070)

Bid Information

Proposal County: PITT	Bid Checksum: B06577DE4E
Vendor Address: P.O. BOX 729 PIKEVILLE , NC , 27863	Bid Total: \$15,747,596.21
Signature Check: Jeremy Adam Smith	Items Total: \$15,747,596.21
Time Bid Received: March 15, 2022 01:10 PM	Time Total: \$0.00
Amendment Count: 1	

Bidding Errors:
None.

DBE Goal: 7.0% (\$1,102,331.73)
Participation Submitted 7.07% (1,113,453.95)

Vendor 1 of 1: JSMITH CIVIL LLC (15979)
Call Order 002 (Proposal: C204070)

Bid Bond Information

Projects:	Bond Maximum:
Counties:	State of Incorporation:
Bond ID: SNC22286311	Agency Execution Date: 03/14/2022 12
Paid by Check: No	Surety Name: Surety2000
Bond Percent: 5%	Bond Agency Name: Westfield Insurance

DBE Load Information

Letting ID: L220315
Letting Date: 03/15/2022
Call Order: 002
Contract ID: C204070
Project: STP-1598 (3) STP-1598 (3) STP-1598 (3) STP-1598 (3)
Bid Total: \$15,747,596.21
DBE Goal: 7.00% (\$1,102,331.73)

Vendor ID: 15979
Vendor Name: JSmith Civil, LLC
DBE Entered: 7.07% (\$1,113,453.95)

<u>Vendor ID</u>	<u>DBE Name</u>	<u>Is Supplier?</u>	<u>City/State</u>	<u>Goods/Service</u>	<u>Amount</u>
11572	CRUZ BROTHERS CONCRETE, INC.	False	1572 PAYNE ROAD/LOT 75 LOT 75 , GRAHAM, NC 27253	SubContractor	1,084,031.20
11852	SADLER LANDSCAPING LLC	False	953 BLACK ROCK ROAD , MERRY HILL, NC 27957	SubContractor	29,422.75

Letting: L220315
03/15/2022 02:00:00 PM

North Carolina Department of Transportation
15979 - JSmith Civil, LLC

Contract ID: C204070
Call: 002

BondID: SNC22286311
Surety Registry Agency: Surety2000
Verified?: 1
Surety Agency: Westfield Insurance
Bond Execution Date: 03/14/2022 12:19:18 PM

Line Number	Item Number	Quantity	Unit	Unit Price	Extension Price
Section 0001 ROADWAY ITEMS					
0001	0000100000-N MOBILIZATION	1.000	LS	\$592,815.0000	\$592,815.00
0002	0000400000-N CONSTRUCTION SURVEYING	1.000	LS	\$300,000.0000	\$300,000.00
0003	0000700000-N FIELD OFFICE	1.000	LS	\$117,248.2700	\$117,248.27
0004	0000910000-N GENERIC MISCELLANEOUS ITEM EXPLORATORY EXCAVATION, STANDARD	700.000	HR	\$257.3100	\$180,117.00
0005	0000910000-N GENERIC MISCELLANEOUS ITEM EXPLORATORY EXCAVATION, VACUUM	150.000	HR	\$340.0500	\$51,007.50
0006	0050000000-E SUPPLEMENTARY CLEARING & GRUB-BING	1.000	ACR	\$27,204.2600	\$27,204.26
0007	0057000000-E UNDERCUT EXCAVATION	500.000	CY	\$32.5600	\$16,280.00
0008	0063000000-N GRADING	1.000	LS	\$200,000.0000	\$200,000.00
0009	0163000000-E REMOVAL OF EXISTING CONCRETE PAVEMENT	30700.000	SY	\$18.7600	\$575,932.00
0010	0196000000-E GEOTEXTILE FOR SOIL STABILIZA-TION	31200.000	SY	\$1.7000	\$53,040.00
0011	0245000000-E GENERIC GRADING ITEM HAULING & DISPOSAL OF CONTAMINATED WATER	1000.000	GAL	\$6.1600	\$6,160.00
0012	0255000000-E GENERIC GRADING ITEM HAULING AND DISPOSAL OF PETRO- LEUM CONTAMINATED SOIL	200.000	TON	\$94.0400	\$18,808.00
0013	0257000000-E GENERIC GRADING ITEM REMOVE AND STOCKPILE EXISTING GRANITE CURB	1340.000	LF	\$26.7500	\$35,845.00
0014	0257000000-E GENERIC GRADING ITEM ROOT PRUNING	40.000	LF	\$128.5000	\$5,140.00
0015	0318000000-E FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	1725.000	TON	\$38.4100	\$66,257.25
0016	0320000000-E FOUNDATION CONDITIONING GEO- TEXTILE	11994.000	SY	\$1.9700	\$23,628.18
0017	0354000000-E ***" RC PIPE CULVERTS, CLASS ***** (12", V)	220.000	LF	\$78.7300	\$17,320.60
0018	0354000000-E ***" RC PIPE CULVERTS, CLASS ***** (15", V)	572.000	LF	\$92.8400	\$53,104.48
0019	0354000000-E ***" RC PIPE CULVERTS, CLASS ***** (18", V)	556.000	LF	\$110.5000	\$61,438.00
0020	0354000000-E ***" RC PIPE CULVERTS, CLASS ***** (24", V)	252.000	LF	\$157.9000	\$39,790.80
0021	0354000000-E ***" RC PIPE CULVERTS, CLASS ***** (30", V)	256.000	LF	\$196.7000	\$50,355.20
0022	0354000000-E ***" RC PIPE CULVERTS, CLASS ***** (36", V)	20.000	LF	\$264.8400	\$5,296.80
0023	0366000000-E 15" RC PIPE CULVERTS, CLASS III	180.000	LF	\$83.4600	\$15,022.80

0024	0372000000-E	320.000	LF	\$100.7400	\$32,236.80
	18" RC PIPE CULVERTS, CLASS III				
0025	0378000000-E	104.000	LF	\$142.4500	\$14,814.80
	24" RC PIPE CULVERTS, CLASS III				
0026	0384000000-E	648.000	LF	\$174.4300	\$113,030.64
	30" RC PIPE CULVERTS, CLASS III				
0027	0390000000-E	156.000	LF	\$233.9100	\$36,489.96
	36" RC PIPE CULVERTS, CLASS III				
0028	0448200000-E	1080.000	LF	\$90.6900	\$97,945.20
	15" RC PIPE CULVERTS, CLASS IV				
0029	0448300000-E	868.000	LF	\$107.7300	\$93,509.64
	18" RC PIPE CULVERTS, CLASS IV				
0030	0448400000-E	628.000	LF	\$154.2400	\$96,862.72
	24" RC PIPE CULVERTS, CLASS IV				
0031	0448500000-E	236.000	LF	\$185.1500	\$43,695.40
	30" RC PIPE CULVERTS, CLASS IV				
0032	0448600000-E	240.000	LF	\$245.6800	\$58,963.20
	36" RC PIPE CULVERTS, CLASS IV				
0033	0448700000-E	68.000	LF	\$322.0500	\$21,899.40
	42" RC PIPE CULVERTS, CLASS IV				
0034	0986000000-E	260.000	LF	\$1,059.6400	\$275,506.40
	GENERIC PIPE ITEM 30" DUCTILE IRON PIPE, CLASS 250 (SEALED)				
0035	0992000000-E	3.000	EA	\$1,815.8900	\$5,447.67
	GENERIC PIPE ITEM BOOTS FOR SEALED STRUCTURES				
0036	0995000000-E	2583.000	LF	\$43.7700	\$113,057.91
	PIPE REMOVAL				
0037	1099500000-E	10100.000	CY	\$16.2800	\$164,428.00
	SHALLOW UNDERCUT				
0038	1099700000-E	21300.000	TON	\$25.4800	\$542,724.00
	CLASS IV SUBGRADE STABILIZATION				
0039	1220000000-E	1000.000	TON	\$31.2000	\$31,200.00
	INCIDENTAL STONE BASE				
0040	1297000000-E	6430.000	SY	\$10.3400	\$66,486.20
	MILLING ASPHALT PAVEMENT, ***"DEPTH (1-1/2")				
0041	1297000000-E	670.000	SY	\$14.3300	\$9,601.10
	MILLING ASPHALT PAVEMENT, ***"DEPTH (3")				
0042	1330000000-E	1580.000	SY	\$18.7800	\$29,672.40
	INCIDENTAL MILLING				
0043	1491000000-E	6740.000	TON	\$93.8500	\$632,549.00
	ASPHALT CONC BASE COURSE, TYPE B25.0C				
0044	1503000000-E	5920.000	TON	\$104.7400	\$620,060.80
	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C				
0045	1519000000-E	5050.000	TON	\$106.1000	\$535,805.00
	ASPHALT CONC SURFACE COURSE, TYPE S9.5B				
0046	1575000000-E	930.000	TON	\$735.1300	\$683,670.90
	ASPHALT BINDER FOR PLANT MIX				
0047	1693000000-E	1630.000	TON	\$238.0400	\$388,005.20
	ASPHALT PLANT MIX, PAVEMENT REPAIR				
0048	2253000000-E	0.350	CY	\$4,007.8000	\$1,402.73

PIPE COLLARS					
0049	2264000000-E	0.570	CY	\$994.9800	\$567.14
PIPE PLUGS					
0050	2275000000-E	27.000	CY	\$499.2600	\$13,480.02
FLOWABLE FILL					
0051	2286000000-N	120.000	EA	\$3,729.8300	\$447,579.60
MASONRY DRAINAGE STRUCTURES					
0052	2308000000-E	60.400	LF	\$570.0000	\$34,428.00
MASONRY DRAINAGE STRUCTURES					
0053	2364000000-N	10.000	EA	\$978.7500	\$9,787.50
FRAME WITH TWO GRATES, STD 840.16					
0054	2367000000-N	4.000	EA	\$999.4800	\$3,997.92
FRAME WITH TWO GRATES, STD 840.29					
0055	2374000000-N	26.000	EA	\$1,055.9100	\$27,453.66
FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)					
0056	2374000000-N	30.000	EA	\$1,089.4400	\$32,683.20
FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)					
0057	2374000000-N	27.000	EA	\$1,089.4400	\$29,414.88
FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)					
0058	2396000000-N	23.000	EA	\$781.8400	\$17,982.32
FRAME WITH COVER, STD 840.54					
0059	2473000000-N	2.000	EA	\$882.4400	\$1,764.88
GENERIC DRAINAGE ITEM ANTI-SEEP COLLAR					
0060	2473000000-N	1.000	EA	\$5,289.8400	\$5,289.84
GENERIC DRAINAGE ITEM MASONRY DRAINAGE STRUCTURES (SEALED)					
0061	2484000000-E	4.000	LF	\$1,061.4300	\$4,245.72
GENERIC DRAINAGE ITEM MASONRY DRAINAGE STRUCTURES (SEALED)					
0062	2535000000-E	340.000	LF	\$51.9500	\$17,663.00
***X *** CONCRETE CURB (8" X 18")					
0063	2549000000-E	10590.000	LF	\$39.9800	\$423,388.20
2'-6" CONCRETE CURB & GUTTER					
0064	2591000000-E	6020.000	SY	\$67.1300	\$404,122.60
4" CONCRETE SIDEWALK					
0065	2605000000-N	70.000	EA	\$3,060.4800	\$214,233.60
CONCRETE CURB RAMPS					
0066	2612000000-E	4040.000	SY	\$104.6400	\$422,745.60
6" CONCRETE DRIVEWAY					
0067	2655000000-E	130.000	SY	\$157.7800	\$20,511.40
5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)					
0068	2738000000-E	105.000	SY	\$231.2400	\$24,280.20
GENERIC PAVING ITEM BRICK CROSSWALK					
0069	2738000000-E	1778.000	SY	\$244.8400	\$435,325.52
GENERIC PAVING ITEM BRICK SIDEWALK					
0070	2766000000-N	1.000	LS	\$40,806.4000	\$40,806.40
GENERIC PAVING ITEM CONCRETE SCORING					
0071	2800000000-N	7.000	EA	\$1,437.4600	\$10,062.22
ADJUSTMENT OF CATCH BASINS					
0072	2830000000-N	30.000	EA	\$1,231.7700	\$36,953.10
ADJUSTMENT OF MANHOLES					

0073	2845000000-N	88.000	EA	\$933.4500	\$82,143.60
	ADJUSTMENT OF METER BOXES OR VALVE BOXES				
0074	2860000000-N	1.000	EA	\$3,591.7800	\$3,591.78
	CONVERT EXISTING CATCH BASIN TO JUNCTION BOX				
0075	3572000000-E	260.000	LF	\$41.4300	\$10,771.80
	CHAIN LINK FENCE RESET				
0076	3575000000-E	48.000	LF	\$310.7100	\$14,914.08
	GENERIC FENCING ITEM PEDESTRIAN SAFETY RAIL				
0077	3578000000-N	2.000	EA	\$3,452.3200	\$6,904.64
	GENERIC FENCING ITEM RESET EXISTING DOUBLE GATE				
0078	3656000000-E	2000.000	SY	\$3.5700	\$7,140.00
	GEOTEXTILE FOR DRAINAGE				
0079	3836000000-E	20.000	LF	\$336.4600	\$6,729.20
	RAILROAD TRACK TO BE REMOVED				
0080	4072000000-E	155.000	LF	\$13.6000	\$2,108.00
	SUPPORTS, 3-LB STEEL U-CHANNEL				
0081	4082000000-E	600.000	LF	\$24.4800	\$14,688.00
	SUPPORTS, WOOD				
0082	4102000000-N	49.000	EA	\$136.0200	\$6,664.98
	SIGN ERECTION, TYPE E				
0083	4108000000-N	3.000	EA	\$136.0200	\$408.06
	SIGN ERECTION, TYPE F				
0084	4155000000-N	16.000	EA	\$6.8000	\$108.80
	DISPOSAL OF SIGN SYSTEM, U- CHANNEL				
0085	4158000000-N	21.000	EA	\$6.8000	\$142.80
	DISPOSAL OF SIGN SYSTEM, WOOD				
0086	4238000000-N	4.000	EA	\$6.8000	\$27.20
	DISPOSAL OF SIGN, D, E OR F				
0087	4400000000-E	1722.000	SF	\$10.5400	\$18,149.88
	WORK ZONE SIGNS (STATIONARY)				
0088	4405000000-E	475.000	SF	\$12.0400	\$5,719.00
	WORK ZONE SIGNS (PORTABLE)				
0089	4410000000-E	981.000	SF	\$11.5600	\$11,340.36
	WORK ZONE SIGNS (BARRICADE MOUNTED)				
0090	4415000000-N	1.000	EA	\$3,128.4900	\$3,128.49
	FLASHING ARROW BOARD				
0091	4420000000-N	8.000	EA	\$12,513.9600	\$100,111.68
	PORTABLE CHANGEABLE MESSAGE SIGN				
0092	4430000000-N	100.000	EA	\$59.8500	\$5,985.00
	DRUMS				
0093	4435000000-N	85.000	EA	\$29.9200	\$2,543.20
	CONES				
0094	4445000000-E	696.000	LF	\$32.6500	\$22,724.40
	BARRICADES (TYPE III)				
0095	4447000000-E	1736.000	LF	\$62.5700	\$108,621.52
	PEDESTRIAN CHANNELIZING DEVICES				
0096	4455000000-N	300.000	DAY	\$408.0600	\$122,418.00
	FLAGGER				
0097	4480000000-N	1.000	EA	\$97,935.3500	\$97,935.35

TMA					
0098	4510000000-N	80.000	HR	\$81.6100	\$6,528.80
	LAW ENFORCEMENT				
0099	4600000000-N	4.000	EA	\$224.4400	\$897.76
	GENERIC TRAFFIC CONTROL ITEM AUDIBLE WARNING DEVICES				
0100	4600000000-N	20.000	EA	\$884.1400	\$17,682.80
	GENERIC TRAFFIC CONTROL ITEM TEMPORARY CURB RAMPS				
0101	4685000000-E	17339.000	LF	\$1.2000	\$20,806.80
	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)				
0102	4695000000-E	1845.000	LF	\$2.7200	\$5,018.40
	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)				
0103	4700000000-E	1701.000	LF	\$4.7600	\$8,096.76
	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)				
0104	4720000000-E	4.000	EA	\$238.0400	\$952.16
	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)				
0105	4725000000-E	181.000	EA	\$238.0400	\$43,085.24
	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)				
0106	4780000000-E	300.000	LF	\$5.1000	\$1,530.00
	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (8") (IV)				
0107	4810000000-E	30420.000	LF	\$0.5300	\$16,122.60
	PAINT PAVEMENT MARKING LINES (4")				
0108	4820000000-E	5312.000	LF	\$1.0900	\$5,790.08
	PAINT PAVEMENT MARKING LINES (8")				
0109	4835000000-E	1259.000	LF	\$4.0800	\$5,136.72
	PAINT PAVEMENT MARKING LINES (24")				
0110	4840000000-N	20.000	EA	\$54.4100	\$1,088.20
	PAINT PAVEMENT MARKING CHARACTER				
0111	4845000000-N	146.000	EA	\$61.2100	\$8,936.66
	PAINT PAVEMENT MARKING SYMBOL				
0112	4891000000-E	212.000	LF	\$7.6200	\$1,615.44
	GENERIC PAVEMENT MARKING ITEM THERMOPLASTIC PAVEMENT MARKING LINES (16", 90 MILS)				
0113	4891000000-E	734.000	LF	\$14.9600	\$10,980.64
	GENERIC PAVEMENT MARKING ITEM THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)				
0114	5150000000-E	2700.000	LF	\$27.2000	\$73,440.00
	ELECTRICAL DUCT, TYPE **, SIZE***** (JA, 2")				
0115	5155000000-E	3200.000	LF	\$12.2400	\$39,168.00
	ELECTRICAL DUCT, TYPE BD, SIZE ***** (2")				
0116	5240000000-N	62.000	EA	\$748.1200	\$46,383.44
	ELECTRICAL JUNCTION BOXES ***** (18"W X 24"L X 18"D)				
0117	5255000000-N	1.000	LS	\$136,021.3200	\$136,021.32
	PORTABLE LIGHTING				
0118	5260000000-N	1.000	LS	\$68,010.6700	\$68,010.67
	GENERIC LIGHTING ITEM ELECTRICAL SERVICE FOR RECEPTACLES				
0119	5270000000-N	8.000	EA	\$13,602.1300	\$108,817.04
	GENERIC LIGHTING ITEM POCKET PARK RECEPTACLES				
0120	5325600000-E	3792.000	LF	\$90.1200	\$341,735.04
	6" WATER LINE				

0121	5325800000-E	2198.000	LF	\$101.5300	\$223,162.94
	8" WATER LINE				
0122	5326000000-E	1668.000	LF	\$133.6900	\$222,994.92
	10" WATER LINE				
0123	5326200000-E	254.000	LF	\$168.0900	\$42,694.86
	12" WATER LINE				
0124	5326600000-E	143.000	LF	\$224.3700	\$32,084.91
	16" WATER LINE				
0125	5327000000-E	361.000	LF	\$291.8100	\$105,343.41
	20" WATER LINE				
0126	5329000000-E	45455.000	LB	\$14.3500	\$652,279.25
	DUCTILE IRON WATER PIPE		FITTINGS		
0127	5536000000-E	2.000	EA	\$1,229.1100	\$2,458.22
	2" VALVE				
0128	5540000000-E	57.000	EA	\$2,074.0600	\$118,221.42
	6" VALVE				
0129	5546000000-E	31.000	EA	\$2,867.6300	\$88,896.53
	8" VALVE				
0130	5552000000-E	8.000	EA	\$4,109.5300	\$32,876.24
	10" VALVE				
0131	5558000000-E	7.000	EA	\$5,655.3100	\$39,587.17
	12" VALVE				
0132	5559000000-E	2.000	EA	\$18,824.5900	\$37,649.18
	20" VALVE				
0133	5571600000-E	1.000	EA	\$6,657.8100	\$6,657.81
	6" TAPPING SLEEVE & VALVE				
0134	5571800000-E	2.000	EA	\$8,169.6900	\$16,339.38
	8" TAPPING SLEEVE & VALVE				
0135	5572200000-E	1.000	EA	\$17,181.9800	\$17,181.98
	12" TAPPING SLEEVE & VALVE				
0136	5572600000-E	2.000	EA	\$35,498.2300	\$70,996.46
	16" TAPPING SLEEVE & VALVE				
0137	5648000000-N	11.000	EA	\$1,724.9300	\$18,974.23
	RELOCATE WATER METER				
0138	5649000000-N	80.000	EA	\$1,364.6600	\$109,172.80
	RECONNECT WATER METER				
0139	5672000000-N	1.000	EA	\$4,592.9000	\$4,592.90
	RELOCATE FIRE HYDRANT				
0140	5673000000-E	415.000	LF	\$120.0900	\$49,837.35
	FIRE HYDRANT LEG				
0141	5686500000-E	9100.000	LF	\$33.8300	\$307,853.00
	WATER SERVICE LINE				
0142	5691300000-E	1438.000	LF	\$145.1400	\$208,711.32
	8" SANITARY GRAVITY SEWER				
0143	5768500000-E	600.000	LF	\$88.2700	\$52,962.00
	SEWER SERVICE LINE				
0144	5775000000-E	8.000	EA	\$5,830.9400	\$46,647.52
	4' DIA UTILITY MANHOLE				
0145	5781000000-E	1.700	LF	\$261.0400	\$443.77

UTILITY MANHOLE WALL 4' DIA

0146	5798000000-E	728.000	LF	\$4.1500	\$3,021.20
	ABANDON *** UTILITY PIPE (4")				
0147	5800000000-E	5605.000	LF	\$4.4100	\$24,718.05
	ABANDON 6" UTILITY PIPE				
0148	5801000000-E	6018.000	LF	\$7.5900	\$45,676.62
	ABANDON 8" UTILITY PIPE				
0149	5804000000-E	56.000	LF	\$46.6800	\$2,614.08
	ABANDON 12" UTILITY PIPE				
0150	5810000000-E	276.000	LF	\$35.3700	\$9,762.12
	ABANDON 16" UTILITY PIPE				
0151	5828000000-N	6.000	EA	\$3,069.7100	\$18,418.26
	REMOVE UTILITY MANHOLE				
0152	5835700000-E	24.000	LF	\$612.1000	\$14,690.40
	16" ENCASEMENT PIPE				
0153	5882000000-N	4.000	EA	\$1,220.6500	\$4,882.60
	GENERIC UTILITY ITEM 10" FKM ELASTOMER PETROLEUM RESISTANT GASKET				
0154	5882000000-N	25.000	EA	\$1,561.0400	\$39,026.00
	GENERIC UTILITY ITEM 12" FKM ELASTOMER PETROLEUM RESISTANT GASKET				
0155	5882000000-N	15.000	EA	\$4,244.3200	\$63,664.80
	GENERIC UTILITY ITEM 20" FKM ELASTOMER PETROLEUM RESISTANT GASKET				
0156	5882000000-N	43.000	EA	\$472.3700	\$20,311.91
	GENERIC UTILITY ITEM 6" FKM ELASTOMER PETROLEUM RESISTANT GASKET				
0157	5882000000-N	107.000	EA	\$863.4100	\$92,384.87
	GENERIC UTILITY ITEM 8" FKM ELASTOMER PETROLEUM RESISTANT GASKET				
0158	6000000000-E	2900.000	LF	\$6.1200	\$17,748.00
	TEMPORARY SILT FENCE				
0159	6006000000-E	420.000	TON	\$59.0500	\$24,801.00
	STONE FOR EROSION CONTROL, CLASS A				
0160	6009000000-E	15.000	TON	\$61.8200	\$927.30
	STONE FOR EROSION CONTROL, CLASS B				
0161	6012000000-E	1210.000	TON	\$45.6900	\$55,284.90
	SEDIMENT CONTROL STONE				
0162	6015000000-E	2.000	ACR	\$3,400.5300	\$6,801.06
	TEMPORARY MULCHING				
0163	6018000000-E	200.000	LB	\$8.0300	\$1,606.00
	SEED FOR TEMPORARY SEEDING				
0164	6021000000-E	1.000	TON	\$2,448.3800	\$2,448.38
	FERTILIZER FOR TEMPORARY SEED-ING				
0165	6029000000-E	480.000	LF	\$6.1200	\$2,937.60
	SAFETY FENCE				
0166	6030000000-E	180.000	CY	\$14.5400	\$2,617.20
	SILT EXCAVATION				
0167	6036000000-E	3000.000	SY	\$2.9200	\$8,760.00
	MATTING FOR EROSION CONTROL				
0168	6042000000-E	5100.000	LF	\$7.8200	\$39,882.00
	1/4" HARDWARE CLOTH				
0169	6084000000-E	2.000	ACR	\$5,168.8100	\$10,337.62
	SEEDING & MULCHING				

0170	6087000000-E MOWING	1.000 ACR	\$1,020.1600	\$1,020.16
0171	6090000000-E SEED FOR REPAIR SEEDING	50.000 LB	\$24.4800	\$1,224.00
0172	6093000000-E FERTILIZER FOR REPAIR SEEDING	0.250 TON	\$2,040.2800	\$510.07
0173	6096000000-E SEED FOR SUPPLEMENTAL SEEDING	50.000 LB	\$13.6000	\$680.00
0174	6108000000-E FERTILIZER TOPDRESSING	1.250 TON	\$2,040.3200	\$2,550.40
0175	6114500000-N SPECIALIZED HAND MOWING	10.000 MHR	\$81.6100	\$816.10
0176	6117000000-N RESPONSE FOR EROSION CONTROL	18.000 EA	\$680.1100	\$12,241.98
0177	6117500000-N CONCRETE WASHOUT STRUCTURE	5.000 EA	\$1,360.2100	\$6,801.05
0178	6132000000-N GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION DEVICE CLEANOUT	165.000 EA	\$340.0500	\$56,108.25
0179	6132000000-N GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTIONDEVICE	55.000 EA	\$340.0500	\$18,702.75
0180	6245000000-N CERCIS CANADENSIS, REDBUD, (B&B, 2" CAL, 12'-14' HT)	3.000 EA	\$595.0900	\$1,785.27
0181	6335000000-N HALESIA CAROLINA, CAROLINA SILVERBELL, (B&B, 2" CAL, 12'-14' HT)	1.000 EA	\$595.0900	\$595.09
0182	6490000000-N MYRICA CERIFERA, WAX MYRTLE, (CONT, 18" HT)	11.000 EA	\$76.5100	\$841.61
0183	6640000000-N GENERIC PLANTING ITEM DASIPHORA FRUTICOSA 'PINK BEAUTY' SHRUBBERY CINQUEFOIL (B&B, 24"-30")	12.000 EA	\$127.5200	\$1,530.24
0184	6640000000-N GENERIC PLANTING ITEM JUNIPERUS COMMUNIS DEPRESSA 'AUREA' YELLOW DWARF JUNIPER (CONT, 18")	39.000 EA	\$76.5100	\$2,983.89
0185	6650000000-E MULCH FOR PLANTING	22.000 CY	\$126.8400	\$2,790.48
0186	6676000000-E GENERIC PLANTING ITEM PERENNIALS AND GRASSES (CONT, SUNNY MIX)	530.000 SF	\$7.6000	\$4,028.00
0187	6676000000-E GENERIC PLANTING ITEM SEEDING (CENTIPEDE GRASS)	25311.000 SF	\$0.7500	\$18,983.25
0188	6890000000-E CONCRETE STEPS	5.100 CY	\$408.0600	\$2,081.11
0189	6970000000-N GENERIC REST AREA ITEM BENCH	6.000 EA	\$3,400.5300	\$20,403.18
0190	6970000000-N GENERIC REST AREA ITEM BIKE RACK	8.000 EA	\$6,801.0700	\$54,408.56
0191	6970000000-N GENERIC REST AREA ITEM CONCRETE PLINTH	2.000 EA	\$6,801.0700	\$13,602.14
0192	6970000000-N GENERIC REST AREA ITEM TRASH RECEPTACLE	21.000 EA	\$680.1100	\$14,282.31
0193	6980000000-E	78.000 LF	\$74.8100	\$5,835.18

GENERIC REST AREA ITEM STEEL PIPE HANDRAIL FOR CONCRETE STEPS

0194	7048500000-E	19.000	EA	\$1,182.0300	\$22,458.57
	PEDESTRIAN SIGNAL HEAD (16", 1SECTION W/COUNTDOWN)				
0195	7060000000-E	6210.000	LF	\$3.8100	\$23,660.10
	SIGNAL CABLE				
0196	7120000000-E	17.000	EA	\$1,353.4100	\$23,007.97
	VEHICLE SIGNAL HEAD (12", 3 SECTION)				
0197	7132000000-E	8.000	EA	\$1,587.3700	\$12,698.96
	VEHICLE SIGNAL HEAD (12", 4 SECTION)				
0198	7252000000-E	1322.000	LF	\$2.3800	\$3,146.36
	MESSENGER CABLE (1/4")				
0199	7279000000-E	2025.000	LF	\$1.3600	\$2,754.00
	TRACER WIRE				
0200	7300000000-E	350.000	LF	\$14.2800	\$4,998.00
	UNPAVED TRENCHING (*****) (1, 2")				
0201	7300000000-E	674.000	LF	\$20.4000	\$13,749.60
	UNPAVED TRENCHING (*****) (2, 2")				
0202	7301000000-E	415.000	LF	\$24.4800	\$10,159.20
	DIRECTIONAL DRILL (*****) (1, 2")				
0203	7301000000-E	522.000	LF	\$28.5600	\$14,908.32
	DIRECTIONAL DRILL (*****) (2, 2")				
0204	7324000000-N	13.000	EA	\$414.8600	\$5,393.18
	JUNCTION BOX (STANDARD SIZE)				
0205	7348000000-N	9.000	EA	\$767.1600	\$6,904.44
	JUNCTION BOX (OVER-SIZED, HEA-VY DUTY)				
0206	7372000000-N	5.000	EA	\$556.3300	\$2,781.65
	GUY ASSEMBLY				
0207	7408000000-E	1.000	EA	\$627.0600	\$627.06
	1" RISER WITH WEATHERHEAD				
0208	7420000000-E	2.000	EA	\$1,016.0800	\$2,032.16
	2" RISER WITH WEATHERHEAD				
0209	7430000000-N	1.000	EA	\$202.6700	\$202.67
	HEAT SHRINK TUBING RETROFIT KIT				
0210	7432000000-E	5.000	EA	\$1,347.9700	\$6,739.85
	2" RISER WITH HEAT SHRINK TUBING				
0211	7456000000-E	2860.000	LF	\$2.4500	\$7,007.00
	LEAD-IN CABLE (*****) (14-2)				
0212	7516000000-E	1550.000	LF	\$3.9400	\$6,107.00
	COMMUNICATIONS CABLE (**FIBER) (12)				
0213	7516000000-E	3507.000	LF	\$4.0800	\$14,308.56
	COMMUNICATIONS CABLE (**FIBER) (36)				
0214	7528000000-E	4.000	LF	\$5.4400	\$21.76
	DROP CABLE				
0215	7540000000-N	4.000	EA	\$2,524.5600	\$10,098.24
	SPLICE ENCLOSURE				
0216	7541000000-N	3.000	EA	\$1,671.7000	\$5,015.10
	MODIFY SPLICE ENCLOSURE				
0217	7552000000-N	3.000	EA	\$2,349.0900	\$7,047.27
	INTERCONNECT CENTER				

0218	7566000000-N	1.000 EA	\$193.1500	\$193.15
	DELINEATOR MARKER			
0219	7575160000-E	3170.000 LF	\$1.3600	\$4,311.20
	REMOVE EXISTING COMMUNICATIONSCABLE			
0220	7575180000-N	1.000 EA	\$1,028.3200	\$1,028.32
	CABLE TRANSFER			
0221	7590000000-N	2.000 EA	\$46,507.0600	\$93,014.12
	METAL POLE WITH DUAL MAST ARM			
0222	7613000000-N	2.000 EA	\$2,638.8200	\$5,277.64
	SOIL TEST			
0223	7614100000-E	18.000 CY	\$1,489.4300	\$26,809.74
	DRILLED PIER FOUNDATION			
0224	7631000000-N	2.000 EA	\$880.0600	\$1,760.12
	MAST ARM WITH METAL POLE DE- SIGN			
0225	7636000000-N	1.000 EA	\$748.1100	\$748.11
	SIGN FOR SIGNALS			
0226	7642200000-N	16.000 EA	\$2,698.6600	\$43,178.56
	TYPE II PEDESTAL WITH FOUND- ATION			
0227	7684000000-N	4.000 EA	\$1,293.5600	\$5,174.24
	SIGNAL CABINET FOUNDATION			
0228	7686000000-N	4.000 EA	\$742.6800	\$2,970.72
	CONDUIT ENTRANCE INTO EXISTINGFOUNDATION			
0229	7696000000-N	4.000 EA	\$23,512.6500	\$94,050.60
	CONTROLLERS WITH CABINET (***** (2070E, BASE MOUNTED))			
0230	7901000000-N	1.000 EA	\$531.8400	\$531.84
	CABINET BASE EXTENDER			
0231	7901010000-N	3.000 EA	\$899.1000	\$2,697.30
	CABINET BASE ADAPTER			
0232	7960000000-N	4.000 EA	\$3,359.7300	\$13,438.92
	METAL POLE FOUNDATION REMOVAL			
0233	7972000000-N	4.000 EA	\$782.1200	\$3,128.48
	METAL POLE REMOVAL			
0234	7980000000-N	2.000 EA	\$6,014.8700	\$12,029.74
	GENERIC SIGNAL ITEM DIGITAL CCTV CAMERA ASSEMBLY			
0235	7980000000-N	2.000 EA	\$6,675.9300	\$13,351.86
	GENERIC SIGNAL ITEM ETHERNET EDGE SWITCH			
0236	7980000000-N	8.000 EA	\$299.2500	\$2,394.00
	GENERIC SIGNAL ITEM JUNCTION BOX MARKER			
0237	7980000000-N	16.000 EA	\$16,844.8800	\$269,518.08
	GENERIC SIGNAL ITEM MICROWAVE VEHICLE DETECTION SYSTEM-MULTIPLE ZONES			
0238	7980000000-N	2.000 EA	\$3,518.8700	\$7,037.74
	GENERIC SIGNAL ITEM PROTECTIVE COATING FOR DUAL MAST ARM POLE (BLACK)			
0239	7980000000-N	16.000 EA	\$91.1300	\$1,458.08
	GENERIC SIGNAL ITEM PROTECTIVE COATING FOR SIGNAL PEDESTAL (BLACK)			
0240	7990000000-E	405.000 LF	\$3.5400	\$1,433.70
	GENERIC SIGNAL ITEM BACKPULL FIBER OPTIC CABLE			

Section 0001 Total \$15,600,617.01

Section 0003
WALL ITEMS

0241	8801000000-E	180.000 SF	\$223.9700	\$40,314.60
	MSE RETAINING WALL NO **** (6)			

0242	8847000000-E	1220.000 SF	\$87.4300	\$106,664.60
	GENERIC RETAINING WALL ITEM SEGMENTAL GRAVITY RETAINING WALLS			

Section 0003 Total \$146,979.20

Item Total \$15,747,596.21

ELECTRONIC BID SUBMISSION

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

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NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

The prequalified bidder declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating N.C.G.S. §133-24 within the last three years, and that the prequalified bidder intends to do the work with his own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms covered transaction, debarred, suspended, ineligible, lower tier

covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.

3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.

4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal- Aid Provision titled Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273) provided by the Department, without subsequent modification, in all lower tier covered transactions.

5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and

d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

EXPLANATION:

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Award Limits on Multiple Projects

By answering YES to this statement, the bidder acknowledges that they are using the award limits on multiple projects? **Yes** **No**

A bidder who desires to bid on more than one project on which bids are to be opened on the same date, and who also desires to avoid receiving an award of more projects than he is equipped to handle, may bid on any number of projects but may limit the total amount of work awarded to him on selected projects by completing the AWARD LIMITS ON MULTIPLE PROJECTS.

The Award Limits on Multiple Projects must be filled in on each project bid for which the Bidder desires protection.

It is the desire of the Bidder to be awarded contracts, the value of which will not exceed a total of 24,999,999.99 for those projects indicated herein, for which bids will be opened on 03/15/22 (MM/DD/YY)

The Award Limits shall apply to the following projects:

Contract Number C204070
County Pitt County

Contract Number C204507
County Cumberland County

Contract Number
County

Contract Number
County

Contract Number
County

Contract Number
County

It is agreed that if I am (we are) the low Bidder(s) on indicated projects, the total value of which is more than the above stipulated award limits, the

Board of Transportation will award me (us) projects from among those indicated that have a total value not to exceed the award limit and will result in the lowest total bids to the Department of Transportation.

DBE List Summary

Project: STP-1598(3)

Bidder ID: 15979

Bid Total: 15,747,596.21

Business Name: JSmith Civil, LLC

Goal: 7.00% (1,102,331.73)

Total Entered: 7.07% (1,113,453.95)

ID	Name	Is Supplier?	Item Count	Amount	Is Complete?
11572	CRUZ BROTHERS CONCRETE, INC.	False	6	1,084,031.20	True
11852	SADLER LANDSCAPING LLC	False	9	29,422.75	True

Name: CRUZ BROTHERS CONCRETE, INC. ID: 11572

Address: 1572 PAYNE ROAD/LOT 75 LOT 75 , GRAHAM, NC 27253

Used As: SubContractor DBE Items Total:\$1,084,031.20

Items for CRUZ BROTHERS CONCRETE, INC.

0001	ROADWAY ITEMS			
0062	2535000000-E	340.000 LF	\$36.3000	\$12,342.00
	**"X **" CONCRETE CURB (8" X 18")			
0063	2549000000-E	10590.000 LF	\$27.5000	\$291,225.00
	2'-6" CONCRETE CURB & GUTTER			
0064	2591000000-E	6020.000 SY	\$49.3500	\$297,087.00
	4" CONCRETE SIDEWALK			
0065	2605000000-N	70.000 EA	\$2,250.0000	\$157,500.00
	CONCRETE CURB RAMPS			
0066	2612000000-E	4040.000 SY	\$76.9300	\$310,797.20
	6" CONCRETE DRIVEWAY			
0067	2655000000-E	130.000 SY	\$116.0000	\$15,080.00
	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)			
Section 0001 Total				\$1,084,031.20
Item Total				\$1,084,031.20

Name: SADLER LANDSCAPING LLC ID: 11852

Address: 953 BLACK ROCK ROAD , MERRY HILL, NC 27957

Used As: SubContractor DBE Items Total:\$29,422.75

Items for SADLER LANDSCAPING LLC

0001 ROADWAY ITEMS				
0001	0000100000-N MOBILIZATION	1.000 LS	\$4,800.0000	\$4,800.00
0180	6245000000-N CERCIS CANADENSIS, REDBUD, (B&B, 2" CAL, 12'-14' HT)	3.000 EA	\$437.5000	\$1,312.50
0181	6335000000-N HALESIA CAROLINA, CAROLINA SILVERBELL, (B&B, 2" CAL, 12'-14' HT)	1.000 EA	\$437.5000	\$437.50
0182	6490000000-N MYRICA CERIFERA, WAX MYRTLE, (CONT, 18" HT)	11.000 EA	\$56.2500	\$618.75
0183	6640000000-N GENERIC PLANTING ITEM DASIPHORA FRUTICOSA 'PINK BEAUTY' SHRUBBERY CINQUEFOIL (B&B, 24"-30")	12.000 EA	\$93.7500	\$1,125.00
0184	6640000000-N GENERIC PLANTING ITEM JUNIPERUS COMMUNIS DEPRESSA 'AUREA' YELLOW DWARF JUNIPER (CONT, 18")	39.000 EA	\$56.2500	\$2,193.75
0185	6650000000-E MULCH FOR PLANTING	22.000 CY	\$93.2500	\$2,051.50
0186	6676000000-E GENERIC PLANTING ITEM PERENNIALS AND GRASSES (CONT, SUNNY MIX)	530.000 SF	\$5.5900	\$2,962.70
0187	6676000000-E GENERIC PLANTING ITEM SEEDING (CENTIPEDE GRASS)	25311.000 SF	\$0.5500	\$13,921.05
Section 0001 Total				\$29,422.75
Item Total				\$29,422.75

THIS PROPOSAL CONTAINS THE FOLLOWING ERRORS/WARNINGS (IF ANY)

This Bid contains 1 amendment files

000001 02/18/2022 MODIFY SIGNAL QUANTITIES

Electronic Bid Submission

By submitting this bid electronically, I hereby acknowledge that all requirements included in the hard copy proposal, addendum, amendments, plans, standard specifications, supplemental specifications and special provisions are part of the bid and contract. Further, I acknowledge that I have read, understand, accept, acknowledge and agree to comply with all statements in this electronic bid.

I hereby certify that I have the authority to submit this bid.

Signature _____

Agency _____

Date _____

Signature _____

Agency _____

Date _____

Signature _____

Agency _____

Date _____

Attachments

Failure to complete and attach the Fuel Usage Factor Adjustment Form will result in using 2.90 gallons per ton as the Fuel Usage Factor for Diesel for the asphalt items included on the form. The contractor will not be permitted to change the option after the bids are submitted.

NOTE: The maximum upload limit is 5 MB.

Verify

Contract Item Sheets For C204070

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum LS	592,815.00	592,815.00
0002	0000400000-N	801	CONSTRUCTION SURVEYING	Lump Sum LS	300,000.00	300,000.00
0003	0000700000-N	SP	FIELD OFFICE	Lump Sum LS	117,248.27	117,248.27
0004	0000910000-N	SP	GENERIC MISCELLANEOUS ITEM EXPLORATORY EXCAVATION, STANDARD	700 HR	257.31	180,117.00
0005	0000910000-N	SP	GENERIC MISCELLANEOUS ITEM EXPLORATORY EXCAVATION, VACUUM	150 HR	340.05	51,007.50
0006	0050000000-E	226	SUPPLEMENTARY CLEARING & GRUB- BING	1 ACR	27,204.26	27,204.26
0007	0057000000-E	226	UNDERCUT EXCAVATION	500 CY	32.56	16,280.00
0008	0063000000-N	SP	GRADING	Lump Sum LS	200,000.00	200,000.00
0009	0163000000-E	250	REMOVAL OF EXISTING CONCRETE PAVEMENT	30,700 SY	18.76	575,932.00
0010	0196000000-E	270	GEOTEXTILE FOR SOIL STABILIZA- TION	31,200 SY	1.70	53,040.00
0011	0245000000-E	SP	GENERIC GRADING ITEM HAULING & DISPOSAL OF CONTAMINATED WATER	1,000 GAL	6.16	6,160.00
0012	0255000000-E	SP	GENERIC GRADING ITEM HAULING AND DISPOSAL OF PETRO- LEUM CONTAMINATED SOIL	200 TON	94.04	18,808.00
0013	0257000000-E	SP	GENERIC GRADING ITEM REMOVE AND STOCKPILE EXISTING GRANITE CURB	1,340 LF	26.75	35,845.00
0014	0257000000-E	SP	GENERIC GRADING ITEM ROOT PRUNING	40 LF	128.50	5,140.00
0015	0318000000-E	300	FOUNDATION CONDITIONING MATE- RIAL, MINOR STRUCTURES	1,725 TON	38.41	66,257.25
0016	0320000000-E	300	FOUNDATION CONDITIONING GEO- TEXTILE	11,994 SY	1.97	23,628.18

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0017	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (12", V)	220 LF	78.73	17,320.60
0018	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (15", V)	572 LF	92.84	53,104.48
0019	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (18", V)	556 LF	110.50	61,438.00
0020	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (24", V)	252 LF	157.90	39,790.80
0021	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (30", V)	256 LF	196.70	50,355.20
0022	0354000000-E	310	**** RC PIPE CULVERTS, CLASS ***** (36", V)	20 LF	264.84	5,296.80
0023	0366000000-E	310	15" RC PIPE CULVERTS, CLASS III	180 LF	83.46	15,022.80
0024	0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	320 LF	100.74	32,236.80
0025	0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	104 LF	142.45	14,814.80
0026	0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	648 LF	174.43	113,030.64
0027	0390000000-E	310	36" RC PIPE CULVERTS, CLASS III	156 LF	233.91	36,489.96
0028	0448200000-E	310	15" RC PIPE CULVERTS, CLASS IV	1,080 LF	90.69	97,945.20
0029	0448300000-E	310	18" RC PIPE CULVERTS, CLASS IV	868 LF	107.73	93,509.64
0030	0448400000-E	310	24" RC PIPE CULVERTS, CLASS IV	628 LF	154.24	96,862.72
0031	0448500000-E	310	30" RC PIPE CULVERTS, CLASS IV	236 LF	185.15	43,695.40
0032	0448600000-E	310	36" RC PIPE CULVERTS, CLASS IV	240 LF	245.68	58,963.20

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0033	0448700000-E	310	42" RC PIPE CULVERTS, CLASS IV	68 LF	322.05	21,899.40
0034	0986000000-E	SP	GENERIC PIPE ITEM 30" DUCTILE IRON PIPE, CLASS 250 (SEALED)	260 LF	1,059.64	275,506.40
0035	0992000000-E	SP	GENERIC PIPE ITEM BOOTS FOR SEALED STRUCTURES	3 EA	1,815.89	5,447.67
0036	0995000000-E	340	PIPE REMOVAL	2,583 LF	43.77	113,057.91
0037	1099500000-E	505	SHALLOW UNDERCUT	10,100 CY	16.28	164,428.00
0038	1099700000-E	505	CLASS IV SUBGRADE STABILIZA- TION	21,300 TON	25.48	542,724.00
0039	1220000000-E	545	INCIDENTAL STONE BASE	1,000 TON	31.20	31,200.00
0040	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (1-1/2")	6,430 SY	10.34	66,486.20
0041	1297000000-E	607	MILLING ASPHALT PAVEMENT, **** DEPTH (3")	670 SY	14.33	9,601.10
0042	1330000000-E	607	INCIDENTAL MILLING	1,580 SY	18.78	29,672.40
0043	1491000000-E	610	ASPHALT CONC BASE COURSE, TYPE B25.0C	6,740 TON	93.85	632,549.00
0044	1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	5,920 TON	104.74	620,060.80
0045	1519000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5B	5,050 TON	106.10	535,805.00
0046	1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	930 TON	735.13	683,670.90
0047	1693000000-E	654	ASPHALT PLANT MIX, PAVEMENT REPAIR	1,630 TON	238.04	388,005.20
0048	2253000000-E	840	PIPE COLLARS	0.35 CY	4,007.80	1,402.73
0049	2264000000-E	840	PIPE PLUGS	0.57 CY	994.98	567.14
0050	2275000000-E	SP	FLOWABLE FILL	27 CY	499.26	13,480.02

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0051	2286000000-N	840	MASONRY DRAINAGE STRUCTURES	120 EA	3,729.83	447,579.60
0052	2308000000-E	840	MASONRY DRAINAGE STRUCTURES	60.4 LF	570.00	34,428.00
0053	2364000000-N	840	FRAME WITH TWO GRATES, STD 840.16	10 EA	978.75	9,787.50
0054	2367000000-N	840	FRAME WITH TWO GRATES, STD 840.29	4 EA	999.48	3,997.92
0055	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (E)	26 EA	1,055.91	27,453.66
0056	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (F)	30 EA	1,089.44	32,683.20
0057	2374000000-N	840	FRAME WITH GRATE & HOOD, STD 840.03, TYPE ** (G)	27 EA	1,089.44	29,414.88
0058	2396000000-N	840	FRAME WITH COVER, STD 840.54	23 EA	781.84	17,982.32
0059	2473000000-N	SP	GENERIC DRAINAGE ITEM ANTI-SEEP COLLAR	2 EA	882.44	1,764.88
0060	2473000000-N	SP	GENERIC DRAINAGE ITEM MASONRY DRAINAGE STRUCTURES (SEALED)	1 EA	5,289.84	5,289.84
0061	2484000000-E	SP	GENERIC DRAINAGE ITEM MASONRY DRAINAGE STRUCTURES (SEALED)	4 LF	1,061.43	4,245.72
0062	2535000000-E	846	***X *** CONCRETE CURB (8" X 18")	340 LF	51.95	17,663.00
0063	2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	10,590 LF	39.98	423,388.20
0064	2591000000-E	848	4" CONCRETE SIDEWALK	6,020 SY	67.13	404,122.60
0065	2605000000-N	848	CONCRETE CURB RAMPS	70 EA	3,060.48	214,233.60
0066	2612000000-E	848	6" CONCRETE DRIVEWAY	4,040 SY	104.64	422,745.60
0067	2655000000-E	852	5" MONOLITHIC CONCRETE ISLANDS (KEYED IN)	130 SY	157.78	20,511.40

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0068	2738000000-E	SP	GENERIC PAVING ITEM BRICK CROSSWALK	105 SY	231.24	24,280.20
0069	2738000000-E	SP	GENERIC PAVING ITEM BRICK SIDEWALK	1,778 SY	244.84	435,325.52
0070	2766000000-N	SP	GENERIC PAVING ITEM CONCRETE SCORING	Lump Sum LS	40,806.40	40,806.40
0071	2800000000-N	858	ADJUSTMENT OF CATCH BASINS	7 EA	1,437.46	10,062.22
0072	2830000000-N	858	ADJUSTMENT OF MANHOLES	30 EA	1,231.77	36,953.10
0073	2845000000-N	858	ADJUSTMENT OF METER BOXES OR VALVE BOXES	88 EA	933.45	82,143.60
0074	2860000000-N	859	CONVERT EXISTING CATCH BASIN TO JUNCTION BOX	1 EA	3,591.78	3,591.78
0075	3572000000-E	867	CHAIN LINK FENCE RESET	260 LF	41.43	10,771.80
0076	3575000000-E	SP	GENERIC FENCING ITEM PEDESTRIAN SAFETY RAIL	48 LF	310.71	14,914.08
0077	3578000000-N	SP	GENERIC FENCING ITEM RESET EXISTING DOUBLE GATE	2 EA	3,452.32	6,904.64
0078	3656000000-E	876	GEOTEXTILE FOR DRAINAGE	2,000 SY	3.57	7,140.00
0079	3836000000-E	SP	RAILROAD TRACK TO BE REMOVED	20 LF	336.46	6,729.20
0080	4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	155 LF	13.60	2,108.00
0081	4082000000-E	903	SUPPORTS, WOOD	600 LF	24.48	14,688.00
0082	4102000000-N	904	SIGN ERECTION, TYPE E	49 EA	136.02	6,664.98
0083	4108000000-N	904	SIGN ERECTION, TYPE F	3 EA	136.02	408.06
0084	4155000000-N	907	DISPOSAL OF SIGN SYSTEM, U- CHANNEL	16 EA	6.80	108.80
0085	4158000000-N	907	DISPOSAL OF SIGN SYSTEM, WOOD	21 EA	6.80	142.80
0086	4238000000-N	907	DISPOSAL OF SIGN, D, E OR F	4 EA	6.80	27.20

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0087	4400000000-E	1110	WORK ZONE SIGNS (STATIONARY)	1,722 SF	10.54	18,149.88
0088	4405000000-E	1110	WORK ZONE SIGNS (PORTABLE)	475 SF	12.04	5,719.00
0089	4410000000-E	1110	WORK ZONE SIGNS (BARRICADE MOUNTED)	981 SF	11.56	11,340.36
0090	4415000000-N	1115	FLASHING ARROW BOARD	1 EA	3,128.49	3,128.49
0091	4420000000-N	1120	PORTABLE CHANGEABLE MESSAGE SIGN	8 EA	12,513.96	100,111.68
0092	4430000000-N	1130	DRUMS	100 EA	59.85	5,985.00
0093	4435000000-N	1135	CONES	85 EA	29.92	2,543.20
0094	4445000000-E	1145	BARRICADES (TYPE III)	696 LF	32.65	22,724.40
0095	4447000000-E	SP	PEDESTRIAN CHANNELIZING DEVICES	1,736 LF	62.57	108,621.52
0096	4455000000-N	1150	FLAGGER	300 DAY	408.06	122,418.00
0097	4480000000-N	1165	TMA	1 EA	97,935.35	97,935.35
0098	4510000000-N	1190	LAW ENFORCEMENT	80 HR	81.61	6,528.80
0099	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM AUDIBLE WARNING DEVICES	4 EA	224.44	897.76
0100	4600000000-N	SP	GENERIC TRAFFIC CONTROL ITEM TEMPORARY CURB RAMPS	20 EA	884.14	17,682.80
0101	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	17,339 LF	1.20	20,806.80
0102	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	1,845 LF	2.72	5,018.40
0103	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	1,701 LF	4.76	8,096.76
0104	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	4 EA	238.04	952.16

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0105	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	181 EA	238.04	43,085.24
0106	4780000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE ** (8") (IV)	300 LF	5.10	1,530.00
0107	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	30,420 LF	0.53	16,122.60
0108	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	5,312 LF	1.09	5,790.08
0109	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	1,259 LF	4.08	5,136.72
0110	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	20 EA	54.41	1,088.20
0111	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	146 EA	61.21	8,936.66
0112	4891000000-E	1205	GENERIC PAVEMENT MARKING ITEM THERMOPLASTIC PAVEMENT MARKING LINES (16", 90 MILS)	212 LF	7.62	1,615.44
0113	4891000000-E	1205	GENERIC PAVEMENT MARKING ITEM THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	734 LF	14.96	10,980.64
0114	5150000000-E	1409	ELECTRICAL DUCT, TYPE **, SIZE ***** (JA, 2")	2,700 LF	27.20	73,440.00
0115	5155000000-E	1409	ELECTRICAL DUCT, TYPE BD, SIZE ***** (2")	3,200 LF	12.24	39,168.00
0116	5240000000-N	1411	ELECTRICAL JUNCTION BOXES ***** (18"W X 24"L X 18"D)	62 EA	748.12	46,383.44
0117	5255000000-N	1413	PORTABLE LIGHTING	Lump Sum LS	136,021.32	136,021.32
0118	5260000000-N	SP	GENERIC LIGHTING ITEM ELECTRICAL SERVICE FOR RECEPTACLES	Lump Sum LS	68,010.67	68,010.67
0119	5270000000-N	SP	GENERIC LIGHTING ITEM POCKET PARK RECEPTACLES	8 EA	13,602.13	108,817.04
0120	5325600000-E	1510	6" WATER LINE	3,792 LF	90.12	341,735.04

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0121	5325800000-E	1510	8" WATER LINE	2,198 LF	101.53	223,162.94
0122	5326000000-E	1510	10" WATER LINE	1,668 LF	133.69	222,994.92
0123	5326200000-E	1510	12" WATER LINE	254 LF	168.09	42,694.86
0124	5326600000-E	1510	16" WATER LINE	143 LF	224.37	32,084.91
0125	5327000000-E	1510	20" WATER LINE	361 LF	291.81	105,343.41
0126	5329000000-E	1510	DUCTILE IRON WATER PIPE FITTINGS	45,455 LB	14.35	652,279.25
0127	5536000000-E	1515	2" VALVE	2 EA	1,229.11	2,458.22
0128	5540000000-E	1515	6" VALVE	57 EA	2,074.06	118,221.42
0129	5546000000-E	1515	8" VALVE	31 EA	2,867.63	88,896.53
0130	5552000000-E	1515	10" VALVE	8 EA	4,109.53	32,876.24
0131	5558000000-E	1515	12" VALVE	7 EA	5,655.31	39,587.17
0132	5559000000-E	1515	20" VALVE	2 EA	18,824.59	37,649.18
0133	5571600000-E	1515	6" TAPPING SLEEVE & VALVE	1 EA	6,657.81	6,657.81
0134	5571800000-E	1515	8" TAPPING SLEEVE & VALVE	2 EA	8,169.69	16,339.38
0135	5572200000-E	1515	12" TAPPING SLEEVE & VALVE	1 EA	17,181.98	17,181.98
0136	5572600000-E	1515	16" TAPPING SLEEVE & VALVE	2 EA	35,498.23	70,996.46
0137	5648000000-N	1515	RELOCATE WATER METER	11 EA	1,724.93	18,974.23
0138	5649000000-N	1515	RECONNECT WATER METER	80 EA	1,364.66	109,172.80
0139	5672000000-N	1515	RELOCATE FIRE HYDRANT	1 EA	4,592.90	4,592.90
0140	5673000000-E	1515	FIRE HYDRANT LEG	415 LF	120.09	49,837.35
0141	5686500000-E	1515	WATER SERVICE LINE	9,100 LF	33.83	307,853.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0142	5691300000-E	1520	8" SANITARY GRAVITY SEWER	1,438 LF	145.14	208,711.32
0143	5768500000-E	1520	SEWER SERVICE LINE	600 LF	88.27	52,962.00
0144	5775000000-E	1525	4' DIA UTILITY MANHOLE	8 EA	5,830.94	46,647.52
0145	5781000000-E	1525	UTILITY MANHOLE WALL 4' DIA	1.7 LF	261.04	443.77
0146	5798000000-E	1530	ABANDON *** UTILITY PIPE (4")	728 LF	4.15	3,021.20
0147	5800000000-E	1530	ABANDON 6" UTILITY PIPE	5,605 LF	4.41	24,718.05
0148	5801000000-E	1530	ABANDON 8" UTILITY PIPE	6,018 LF	7.59	45,676.62
0149	5804000000-E	1530	ABANDON 12" UTILITY PIPE	56 LF	46.68	2,614.08
0150	5810000000-E	1530	ABANDON 16" UTILITY PIPE	276 LF	35.37	9,762.12
0151	5828000000-N	1530	REMOVE UTILITY MANHOLE	6 EA	3,069.71	18,418.26
0152	5835700000-E	1540	16" ENCASEMENT PIPE	24 LF	612.10	14,690.40
0153	5882000000-N	SP	GENERIC UTILITY ITEM 10" FKM ELASTOMER PETROLEUM RESISTANT GASKET	4 EA	1,220.65	4,882.60
0154	5882000000-N	SP	GENERIC UTILITY ITEM 12" FKM ELASTOMER PETROLEUM RESISTANT GASKET	25 EA	1,561.04	39,026.00
0155	5882000000-N	SP	GENERIC UTILITY ITEM 20" FKM ELASTOMER PETROLEUM RESISTANT GASKET	15 EA	4,244.32	63,664.80
0156	5882000000-N	SP	GENERIC UTILITY ITEM 6" FKM ELASTOMER PETROLEUM RESISTANT GASKET	43 EA	472.37	20,311.91
0157	5882000000-N	SP	GENERIC UTILITY ITEM 8" FKM ELASTOMER PETROLEUM RESISTANT GASKET	107 EA	863.41	92,384.87
0158	6000000000-E	1605	TEMPORARY SILT FENCE	2,900 LF	6.12	17,748.00
0159	6006000000-E	1610	STONE FOR EROSION CONTROL, CLASS A	420 TON	59.05	24,801.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0160	6009000000-E	1610	STONE FOR EROSION CONTROL, CLASS B	15 TON	61.82	927.30
0161	6012000000-E	1610	SEDIMENT CONTROL STONE	1,210 TON	45.69	55,284.90
0162	6015000000-E	1615	TEMPORARY MULCHING	2 ACR	3,400.53	6,801.06
0163	6018000000-E	1620	SEED FOR TEMPORARY SEEDING	200 LB	8.03	1,606.00
0164	6021000000-E	1620	FERTILIZER FOR TEMPORARY SEED- ING	1 TON	2,448.38	2,448.38
0165	6029000000-E	SP	SAFETY FENCE	480 LF	6.12	2,937.60
0166	6030000000-E	1630	SILT EXCAVATION	180 CY	14.54	2,617.20
0167	6036000000-E	1631	MATTING FOR EROSION CONTROL	3,000 SY	2.92	8,760.00
0168	6042000000-E	1632	1/4" HARDWARE CLOTH	5,100 LF	7.82	39,882.00
0169	6084000000-E	1660	SEEDING & MULCHING	2 ACR	5,168.81	10,337.62
0170	6087000000-E	1660	MOWING	1 ACR	1,020.16	1,020.16
0171	6090000000-E	1661	SEED FOR REPAIR SEEDING	50 LB	24.48	1,224.00
0172	6093000000-E	1661	FERTILIZER FOR REPAIR SEEDING	0.25 TON	2,040.28	510.07
0173	6096000000-E	1662	SEED FOR SUPPLEMENTAL SEEDING	50 LB	13.60	680.00
0174	6108000000-E	1665	FERTILIZER TOPDRESSING	1.25 TON	2,040.32	2,550.40
0175	6114500000-N	1667	SPECIALIZED HAND MOWING	10 MHR	81.61	816.10
0176	6117000000-N	SP	RESPONSE FOR EROSION CONTROL	18 EA	680.11	12,241.98
0177	6117500000-N	SP	CONCRETE WASHOUT STRUCTURE	5 EA	1,360.21	6,801.05
0178	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION DEVICE CLEANOUT	165 EA	340.05	56,108.25

Contract Item Sheets For C204070

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0179	6132000000-N	SP	GENERIC EROSION CONTROL ITEM FABRIC INSERT INLET PROTECTION DEVICE	55 EA	340.05	18,702.75
0180	6245000000-N	1670	CERCIS CANADENSIS, REDBUD, (B&B, 2" CAL, 12'-14' HT)	3 EA	595.09	1,785.27
0181	6335000000-N	1670	HALESIA CAROLINA, CAROLINA SILVERBELL, (B&B, 2" CAL, 12'-14' HT)	1 EA	595.09	595.09
0182	6490000000-N	1670	MYRICA CERIFERA, WAX MYRTLE, (CONT, 18" HT)	11 EA	76.51	841.61
0183	6640000000-N	1670	GENERIC PLANTING ITEM DASIPHORA FRUTICOSA 'PINK BEAUTY' SHRUBBERY CINQUEFOIL (B&B, 24"-30")	12 EA	127.52	1,530.24
0184	6640000000-N	1670	GENERIC PLANTING ITEM JUNIPERUS COMMUNIS DEPRESSA 'AUREA' YELLOW DWARF JUNIPER (CONT, 18")	39 EA	76.51	2,983.89
0185	6650000000-E	1670	MULCH FOR PLANTING	22 CY	126.84	2,790.48
0186	6676000000-E	SP	GENERIC PLANTING ITEM PERENNIALS AND GRASSES (CONT, SUNNY MIX)	530 SF	7.60	4,028.00
0187	6676000000-E	SP	GENERIC PLANTING ITEM SEEDING (CENTIPEDE GRASS)	25,311 SF	0.75	18,983.25
0188	6890000000-E	SP	CONCRETE STEPS	5.1 CY	408.06	2,081.11
0189	6970000000-N	SP	GENERIC REST AREA ITEM BENCH	6 EA	3,400.53	20,403.18
0190	6970000000-N	SP	GENERIC REST AREA ITEM BIKE RACK	8 EA	6,801.07	54,408.56
0191	6970000000-N	SP	GENERIC REST AREA ITEM CONCRETE PLINTH	2 EA	6,801.07	13,602.14
0192	6970000000-N	SP	GENERIC REST AREA ITEM TRASH RECEPTACLE	21 EA	680.11	14,282.31
0193	6980000000-E	SP	GENERIC REST AREA ITEM STEEL PIPE HANDRAIL FOR CONCRETE STEPS	78 LF	74.81	5,835.18

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0194	7048500000-E	1705	PEDESTRIAN SIGNAL HEAD (16", 1 SECTION W/COUNTDOWN)	19 EA	1,182.03	22,458.57
0195	7060000000-E	1705	SIGNAL CABLE	6,210 LF	3.81	23,660.10
0196	7120000000-E	1705	VEHICLE SIGNAL HEAD (12", 3 SECTION)	17 EA	1,353.41	23,007.97
0197	7132000000-E	1705	VEHICLE SIGNAL HEAD (12", 4 SECTION)	8 EA	1,587.37	12,698.96
0198	7252000000-E	1710	MESSENGER CABLE (1/4")	1,322 LF	2.38	3,146.36
0199	7279000000-E	1715	TRACER WIRE	2,025 LF	1.36	2,754.00
0200	7300000000-E	1715	UNPAVED TRENCHING (*****) (1, 2")	350 LF	14.28	4,998.00
0201	7300000000-E	1715	UNPAVED TRENCHING (*****) (2, 2")	674 LF	20.40	13,749.60
0202	7301000000-E	1715	DIRECTIONAL DRILL (*****) (1, 2")	415 LF	24.48	10,159.20
0203	7301000000-E	1715	DIRECTIONAL DRILL (*****) (2, 2")	522 LF	28.56	14,908.32
0204	7324000000-N	1716	JUNCTION BOX (STANDARD SIZE)	13 EA	414.86	5,393.18
0205	7348000000-N	1716	JUNCTION BOX (OVER-SIZED, HEAVY DUTY)	9 EA	767.16	6,904.44
0206	7372000000-N	1721	GUY ASSEMBLY	5 EA	556.33	2,781.65
0207	7408000000-E	1722	1" RISER WITH WEATHERHEAD	1 EA	627.06	627.06
0208	7420000000-E	1722	2" RISER WITH WEATHERHEAD	2 EA	1,016.08	2,032.16
0209	7430000000-N	1722	HEAT SHRINK TUBING RETROFIT KIT	1 EA	202.67	202.67
0210	7432000000-E	1722	2" RISER WITH HEAT SHRINK TUBING	5 EA	1,347.97	6,739.85
0211	7456000000-E	1726	LEAD-IN CABLE (*****) (14-2)	2,860 LF	2.45	7,007.00

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0212	7516000000-E	1730	COMMUNICATIONS CABLE (**FIBER) (12)	1,550 LF	3.94	6,107.00
0213	7516000000-E	1730	COMMUNICATIONS CABLE (**FIBER) (36)	3,507 LF	4.08	14,308.56
0214	7528000000-E	1730	DROP CABLE	4 LF	5.44	21.76
0215	7540000000-N	1731	SPLICE ENCLOSURE	4 EA	2,524.56	10,098.24
0216	7541000000-N	1731	MODIFY SPLICE ENCLOSURE	3 EA	1,671.70	5,015.10
0217	7552000000-N	1731	INTERCONNECT CENTER	3 EA	2,349.09	7,047.27
0218	7566000000-N	1733	DELINEATOR MARKER	1 EA	193.15	193.15
0219	7575160000-E	1734	REMOVE EXISTING COMMUNICATIONS CABLE	3,170 LF	1.36	4,311.20
0220	7575180000-N	1735	CABLE TRANSFER	1 EA	1,028.32	1,028.32
0221	7590000000-N	SP	METAL POLE WITH DUAL MAST ARM	2 EA	46,507.06	93,014.12
0222	7613000000-N	SP	SOIL TEST	2 EA	2,638.82	5,277.64
0223	7614100000-E	SP	DRILLED PIER FOUNDATION	18 CY	1,489.43	26,809.74
0224	7631000000-N	SP	MAST ARM WITH METAL POLE DE- SIGN	2 EA	880.06	1,760.12
0225	7636000000-N	1745	SIGN FOR SIGNALS	1 EA	748.11	748.11
0226	7642200000-N	1743	TYPE II PEDESTAL WITH FOUND- ATION	16 EA	2,698.66	43,178.56
0227	7684000000-N	1750	SIGNAL CABINET FOUNDATION	4 EA	1,293.56	5,174.24
0228	7686000000-N	1752	CONDUIT ENTRANCE INTO EXISTING FOUNDATION	4 EA	742.68	2,970.72
0229	7696000000-N	1751	CONTROLLERS WITH CABINET (***** (2070E, BASE MOUNTED)	4 EA	23,512.65	94,050.60
0230	7901000000-N	1753	CABINET BASE EXTENDER	1 EA	531.84	531.84

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0231	7901010000-N	1753	CABINET BASE ADAPTER	3 EA	899.10	2,697.30
0232	7960000000-N	SP	METAL POLE FOUNDATION REMOVAL	4 EA	3,359.73	13,438.92
0233	7972000000-N	SP	METAL POLE REMOVAL	4 EA	782.12	3,128.48
0234	7980000000-N	SP	GENERIC SIGNAL ITEM DIGITAL CCTV CAMERA ASSEMBLY	2 EA	6,014.87	12,029.74
0235	7980000000-N	SP	GENERIC SIGNAL ITEM ETHERNET EDGE SWITCH	2 EA	6,675.93	13,351.86
0236	7980000000-N	SP	GENERIC SIGNAL ITEM JUNCTION BOX MARKER	8 EA	299.25	2,394.00
0237	7980000000-N	SP	GENERIC SIGNAL ITEM MICROWAVE VEHICLE DETECTION SYSTEM-MULTIPLE ZONES	16 EA	16,844.88	269,518.08
0238	7980000000-N	SP	GENERIC SIGNAL ITEM PROTECTIVE COATING FOR DUAL MAST ARM POLE (BLACK)	2 EA	3,518.87	7,037.74
0239	7980000000-N	SP	GENERIC SIGNAL ITEM PROTECTIVE COATING FOR SIGNAL PEDESTAL (BLACK)	16 EA	91.13	1,458.08
0240	7990000000-E	SP	GENERIC SIGNAL ITEM BACKPULL FIBER OPTIC CABLE	405 LF	3.54	1,433.70

Contract Item Sheets For C204070

Line #	ItemNumber	Sec #	Description	Quantity Unit	Unit Bid Price	Amount Bid
0241	8801000000-E	SP	MSE RETAINING WALL NO **** (6)	180 SF	223.97	40,314.60
0242	8847000000-E	SP	GENERIC RETAINING WALL ITEM SEGMENTAL GRAVITY RETAINING WALLS	1,220 SF	87.43	106,664.60
TOTAL AMOUNT OF BID FOR ENTIRE PROJECT						\$15,747,596.21

1205/Apr01/Q391598.62/D1113350470000/E242

Contract No. C204070
County Pitt

Rev. 1-16-18

**EXECUTION OF CONTRACT
NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**

LIMITED LIABILITY COMPANY

The Contractor declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Contractor intends to do the work with its own bona fide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

JSmith Civil, LLC

Full Name of Firm

P.O. Box 857 Goldsboro, NC 27533

Address as Prequalified


Signature of Witness

Victoria Guzman

Print or type Signer's name


Signature of ~~Member~~ Manager/Authorized Agent
Select appropriate title

Kevin D. Amory

Print or type Signer's Name

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

Contract No. **C204070**

County (ies): **Pitt**

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

Ronald E. Davenport, Jr.

F81B6038A47A442...

Contract Officer

04/13/2022

Date

Execution of Contract and Bonds
Approved as to Form:

DocuSigned by:

Allison Angell

A6A0E93483DE423...

Attorney General

04/13/2022

Date

Contract No. C204070
County Pitt

CONTRACT PAYMENT BOND

Date of Payment Bond Execution April 1, 2022

Name of Principal Contractor JSmith Civil, LLC

Name of Surety: Westfield Insurance Company

Name of Contracting Body: North Carolina Department of Transportation

Raleigh, North Carolina

Amount of Bond: Fifteen Million Seven Hundred Forty Seven Thousand Five Hundred Ninety Six Dollars and 21/100 \$15,747,596.21

Contract ID No.: C204070

County Name: Pitt

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No. C204070
County Pitt

Rev 5-17-11

CONTRACT PAYMENT BOND

Affix Seal of Surety Company

Westfield Insurance Company
Print or type Surety Company Name

By Scott D. Mathers
Print, stamp or type name of Attorney-in-Fact

By: 
Signature of Attorney-in-Fact




Signature of Witness

Michelle A. Adams
Print or type Signer's name

8540 Colonnade Center Drive, Suite 111, Raleigh, NC 27615
Address of Attorney-in-Fact

Contract No. C204070
County Pitt

Rev 5-17-11

**CONTRACT PAYMENT BOND
LIMITED LIABILITY COMPANY
SIGNATURE OF CONTRACTOR (Principal)**

Name of Contractor JSmith Civil, LLC
Full name of Firm

1202 Parkway Drive, Goldsboro, NC 27534
Address as prequalified

By: 
Signature of Member, Manager, Authorized Agent
Select appropriate title

Jeremy Smith President
Print or type Signer's name

Bond No. 207338P

Rev 5-17-11

Contract No. C204070
County Pitt

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: April 1, 2022

Name of Principal Contractor: JSmith Civil, LLC

Name of Surety: Westfield Insurance Company

Name of Contracting Body: North Carolina Department of Transportation
Raleigh, North Carolina

Amount of Bond: Fifteen Million Seven Hundred Forty Seven Thousand Five Hundred Ninety Six Dollars and 21/100 \$15,747,596.21

Contract ID No.: C204070

County Name: Pitt

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No. C204070
County Pitt

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

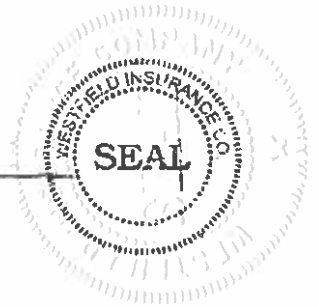
Westfield Insurance Company
Print or type Surety Company Name

By Scott D. Mathers
Print, stamp or type name of Attorney-in-Fact

By:



Signature of Attorney-in-Fact




Signature of Witness

Michelle A. Adams
Print or type Signer's name

8540 Colonnade Center Drive, Suite 111, Raleigh, NC 27615
Address of Attorney-in-Fact

Contract No. C204070
County Pitt

Rev 5-12-11

CONTRACT PERFORMANCE BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor JSmith Civil, LLC
Full name of Firm

1202 Parkway Drive, Goldsboro, NC 27534
Address as prequalified

By: 
Signature of Member, Manager, Authorized Agent
Select appropriate title

Jeremy Smith President
Print or type Signer's name

General
Power
of Attorney

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **Scott D. Mathers, SEVERALLY**

of **Raleigh** and State of NC its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

**Surety Bond No.: 207338P
Principal: JSmith Civil, LLC
Obligee: North Carolina Department of Transportation**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of DECEMBER A.D., 2019 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

On this 17th day of DECEMBER A.D., 2019 , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 1st day of April A.D., 2022 .



Frank A. Carrino, Secretary